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# Bylaws



**CUPE**  
**LOCAL 2157**

Approved: October 15, 2021



## TABLE OF CONTENTS

INTRODUCTION.....	1
SECTION 1 – NAME.....	1
SECTION 2 – OBJECTIVES.....	1
SECTION 3 – REFERENCES.....	2
SECTION 4 – MEMBERSHIP.....	2
SECTION 5 – AFFILIATIONS.....	3
SECTION 6 – MEMBERSHIP MEETINGS.....	4
SECTION 7 – OFFICERS.....	5
SECTION 8 – EXECUTIVE BOARD.....	6
SECTION 9 – DUTIES OF OFFICERS.....	6
SECTION 10 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS.....	15
SECTION 11 – FEES, DUES AND ASSESSMENTS.....	17
SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS.....	18
SECTION 13 – EXPENDITURES.....	19
SECTION 14 – OUT-OF-POCKET EXPENSES AND PER DIEMS.....	19
SECTION 15 – CHILD CARE, DEPENDENT CARE AND ELDER CARE.....	20
SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS.....	20
SECTION 17 – COMMITTEES.....	22
SECTION 18 – COMPLAINTS AND TRIALS.....	28
SECTION 19 – RULES OF ORDER.....	28
SECTION 20 – AMENDMENTS.....	28
SECTION 21 – PRINTING AND DISTRIBUTION OF BYLAWS.....	29
APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT.....	30
APPENDIX B – CODE OF CONDUCT.....	31
APPENDIX C – RULES OF ORDER.....	33
APPENDIX D – LOCAL 2157 STEWARDS.....	36
APPENDIX E – CUPE LOCAL 2157 PERSONAL INFORMATION POLICY.....	38
APPENDIX F – EXPENSE FORM.....	40

## INTRODUCTION

Local 2157 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

The following bylaws are adopted by Local 2157 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix A to these bylaws.

CUPE chartered organizations may also wish to adopt a Local Union Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization. The Local Union Code of Conduct can be found in Appendix B to these bylaws.

## SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 2157.

Local 2157 consists of the following Bargaining Units:

- Keyano College
- Wood Buffalo Regional Library (WBRL)

## SECTION 2 – OBJECTIVES

The objectives of Local 2157 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

### SECTION 3 – REFERENCES

Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

### SECTION 4 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 2157 can apply for membership in Local 2157 by signing an application and paying the initiation fee set out in Section 11(a) of these bylaws.

(Article B.8.1)

(b) Approval of Membership

At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership.

(Article B.8.2)

(c) Oath of Membership

New members will take this oath:

*“I promise to support and obey the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union.”*

(d) Continuation of Membership

Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(Article B.8.3)

(e) Member Obligations

Members are obligated to abide by the CUPE National Constitution and these bylaws as amended from time to time.

Members will provide the Recording Secretary with their current address, home telephone contact number and where available, an e-mail address. The member will advise the Recording Secretary of any changes to their contact information. This information will be protected and used to communicate with members. Such communication will take the form of mail, e-mail blasts or telephone town halls.

In the case of a telephone town hall, the telephone number may be shared with a service provider under contract to the Local Union to provide the technical equipment to support such a virtual meeting.

Upon request, the Local Union will share the telephone contact information with CUPE National or CUPE Alberta. The purpose of sharing this telephone contact information with CUPE National or CUPE Alberta is so that the National Union or Provincial Division can conduct a telephone town hall with members on important matters.

## **SECTION 5 – AFFILIATIONS**

In order to strengthen the labour movement and work toward common goals and objectives, Local 2157 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Alberta Provincial Division
- The CUPE Fort McMurray and Area District Council
- The Alberta Federation of Labour
- The Wood Buffalo District Labour Council
- Alberta Library Employees Committee

## SECTION 6 – MEMBERSHIP MEETINGS

### (a) Regular Membership Meetings

Regular membership meetings of Local 2157 shall be held on the second Wednesday of each month at either 12:00 p.m. or 4:45 p.m. alternating months, at Keyano College. Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven days in advance of the meeting.

When a statutory holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting, and will give members seven days' notice of the date of the rescheduled regular membership meeting.

### (b) Annual General Meeting

The Annual General Meeting will be held on the second Wednesday of June each year at 4:45 p.m. at Keyano College.

### (c) Special Membership Meetings

Special membership meetings of Local 2157 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than 8 members. The President shall immediately advise members when a special meeting is called and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

### (d) Quorum

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be 8 members, including at least 3 members of the Executive Board.

### (e) Membership Meeting Agenda

The order of business at regular membership meetings is as follows:

1. Roll call of officers
2. Reading of the Equality Statement
3. Voting on new members and initiation
4. Reading of the minutes
5. Matters arising from the minutes
6. Secretary-Treasurer's Report
7. Communications and bills

8. Executive Board Report
9. Reports of committees and delegates
10. Nominations, elections, or installations
11. Unfinished business
12. New business
13. Good of the Union
14. Adjournment

(Article B.6.1)

(f) Bargaining Unit Meetings

Bargaining Unit meetings may be called to deal with matters that affect only members of the Bargaining Unit. These meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another Bargaining Unit. Members of the Bargaining Unit shall be advised the time and location of the meeting and the agenda will be provided seven (7) days in advance.

The minimum number of members required to be in attendance for the transaction of business at a Bargaining Unit meeting shall be as follows:

1. Keyano College: eight (8) members plus three (3) Executive Board members.
2. Wood Buffalo Regional Library: Four (4) members plus two (2) Executive Board members.

Members from other Bargaining Units in the Local Union may attend these meetings without vote but with voice and are not counted as part of quorum.

## **SECTION 7 – OFFICERS**

The Officers of Local 2157 shall be the President, Keyano College Vice-President, WBRL Vice-President, Secretary-Treasurer, Recording Secretary, Executive Secretary, three (3) Trustees, Board of Governors Representative, Health and Safety Chairperson, and Reclassification Chairperson. All officers shall be elected by the membership.

(Articles B.2.1 and B.2.2)



## **SECTION 8 – EXECUTIVE BOARD**

- (a) The Executive Board shall include all Officers, except Trustees, Board of Governors Representative, Health and Safety Chairperson and Reclassification Chairperson.  
(Article B.2.2)
- (b) The Executive Board shall meet at least once every month prior to the regular meeting.  
(Article B.3.14)
- (c) A majority of the Executive Board constitutes a quorum.
- (d) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (e) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- (f) Should any Executive Board member fail to answer the roll call for three consecutive regular meetings or three consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.  
(Article B.2.5)

## **SECTION 9 – DUTIES OF OFFICERS**

Each Officer of Local 2157 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of Office.

(Article B.3.9)

All signing Officers of Local 2157 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(Article B.3.5)

(a) **President**

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
  - Interpret these bylaws as required.
  - Preside at all membership and Executive Board meetings and preserve order.
  - Decide all points of order and procedure (subject always to appeal to the membership).
  - Have the same right to vote as other members.
  - Ensure that all Officers perform their assigned duties.
  - Fill committee vacancies where elections are not provided for.
  - Introduce new members and conduct them through the initiation ceremony.
  - Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
  - Be allowed necessary and reasonable funds, not to exceed \$500 monthly, to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.
  - Have first preference as a delegate to the CUPE National Convention, CUPE Alberta Provincial Convention and all other labour affiliations.
  - Attend all Labour Management meetings or assign a designate.
- (Article B.3.1)

(b) **Keyano College Vice-President**

The Keyano College Vice-President shall:

- Be elected by a majority vote by the membership of Keyano College at a Bargaining Unit meeting in accordance with the Bylaws.
- If the President is absent or not eligible, perform all duties of the President.
- Preside over membership, Executive Board and Keyano College Bargaining Unit meetings in the absence of the President.
- Preside over WBRL Bargaining Unit meetings in the absence of the WBRL Vice-President.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board.
- Act as liaison between the Keyano College employees and the Local 2157 Executive Board.
- Assume the position of Chief Shop Steward and Grievance Officer for Keyano College.
- Be responsible for the writing and filing of all grievances put forward at Keyano College. Maintenance and carriage of all grievances, as well as attending meetings or appointing an attendee for meetings or grievance maintenance or carriage shall be the responsibility of the Keyano College Vice-President.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.

(Article B.3.2)

(c) **WBRL Vice-President**

The WBRL Vice-President shall:

- Be elected by a majority vote by the membership of the WBRL at a Bargaining Unit meeting in accordance with the Bylaws.
- Preside over membership and Executive Board meetings in the absence of both the President and Keyano College Vice-President.

- Render assistance to any member of the Executive as directed by the Executive Board.
- Act as liaison between the WBRL employees and the Local 2157 Executive Board.
- Sit as one member of the negotiating committee for the WBRL bargaining team.
- Sit as the executive member on the Wood Buffalo Regional Library Joint Health and Safety Committee.
- Assume the position of Chief Shop Steward and Grievance Officer for WBRL.
- Be responsible for the writing and filing of grievances put forward at the WBRL. Maintenance and carriage of all grievances, as well as attending meetings or appointing an attendee for meetings or grievance maintenance or carriage shall be the responsibility of the WBRL Vice-President.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.

(d) **Recording Secretary**

The Recording Secretary shall:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- **Be the Privacy Coordinator for the Local.**
- Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.
- Receive and answer or direct all incoming correspondence and fulfill other administrative duties as directed by the Executive Board.
- Keep a record of all correspondence received and sent out.

- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of both the President, Keyano College Vice-President and WBRL Vice-President.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.

(Article B.3.3)

(e) **Secretary-Treasurer**

The Secretary-Treasurer shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit all money with a bank or credit union within 30 days of receipt.
- Pay all incoming invoices and expenses, as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership, within 30 days of receipt.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.

- Be responsible, in consultation with the Executive Board, to create and maintain a responsible annual budget for presentation to the membership at the December membership meeting each year.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period, including amounts deducted and remaining in the annual budget.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Where required, not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.

(Articles B.3.4 to B.3.8)

(f) **Executive Secretary**

The Executive Secretary shall:

- Verify that all Local reports are in order, i.e. dues check off list, seniority list, employee contact list, etc.
- Be the Chairperson of the Social Committee.
- Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.
- Maintain the record of membership attendance at meetings.
- Maintain ongoing materials and documents for cases and grievances in good order and maintain such files.
- Perform such other duties as may be assigned by the Executive Board from time to time.

(g) **Trustees**

The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.
- Make a written report of their findings to the first membership meeting following the completion of each audit.
- Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.

- Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - (i) Completed Trustee Audit Program
  - (ii) Completed Trustees' Report
  - (iii) Secretary-Treasurer Report to the Trustees
  - (iv) Recommendations made to the President and Secretary-Treasurer of the Local Union
  - (v) Secretary-Treasurer's response to recommendations
  - (vi) Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

(h) **Board of Governors Representative**

The Board of Governors Representative shall:

- Be a member in good standing of the Keyano College Bargaining Unit.
- Attend all Keyano College Board of Governors meetings.
- Represent the best interests of the membership at the meetings.
- After consultation with the Local membership, bring forth to the Board of Governors such issues which may be of concern to the Local.
- Provide a written report of the Board of Governors' activities for Executive Board meetings.
- Attend the regular meetings of Local 2157 and submit a verbal and written report of their Board activities.

(i) **Reclassification Chairperson**

The Reclassification Chairperson shall:

- Be a member in good standing of the Keyano College Bargaining Unit.
- Convene the Reclassification Committee upon receipt of a request for classification review.



- Attend reclassification hearings with the Keyano College Employer co-chairperson.
- Represent the findings of the Committee at such hearings.
- Provide a written report of the decisions made for Executive Board meetings.
- Provide a verbal and written report of the decisions made at Reclassification Hearings to the Local at monthly regular membership meetings (without names of members involved).

(j) **Health and Safety Chairperson (Keyano College)**

The Health and Safety Chairperson (Keyano College) shall:

- Be a member in good standing of the Keyano College Bargaining Unit.
- Attend all Joint Worksite Health and Safety Committee meetings.
- Organize and attend all Local Health and Safety Committee meetings prior to meeting with the Employer.
- Provide a written report of the Health and Safety Committee activities for Executive Board meetings.
- Attend the regular meetings of Local 2157 and submit a verbal and written report of the Health and Safety Committee activities.

(k) **Health and Safety Chairperson (WBRL)**

The Health and Safety Chairperson (WBRL) shall:

- Be a member in good standing of the WBRL Bargaining Unit.
- Attend all Joint Worksite Health and Safety Committee meetings.
- Organize and attend all Local Health and Safety Committee meetings prior to meeting with the Employer.
- Provide a written report of the Health and Safety Committee activities for Executive Board meetings.
- Attend the regular meetings of Local 2157 and submit a verbal and written report of the Health and Safety Committee activities.

## SECTION 10 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

### (a) **Nominations**

1. Nominations will be received at the General Membership meeting held in the month of May.
2. Nominations will be accepted from members in attendance at the May General Membership meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
3. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.  
(Articles B.8.1, B.8.2 and B.8.3)
4. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
5. No member will be eligible for nomination if they are in arrears of dues and/or assessments.

### (b) **Elections**

1. The President, WBRL Vice-President, Recording Secretary, Reclassification Chairperson, Education Committee Chairperson and Health and Safety Chairpersons are elected in odd years. The Keyano College Vice-President, Secretary-Treasurer, Executive Secretary, Professional Development Committee Chairperson, and Board of Governors Representative are elected in even years.
2. At a membership meeting, at least one month prior to Election Day, the Local will elect an Elections Committee consisting of a Chief Returning Officer and two (2) assistants. The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.
3. Local 2157 uses secure online voting options for Annual elections and elections for any position on the Executive Board.

Online voting registration can only be done using personal email addresses – no employer email addresses will be permitted.

4. The Chief Returning Officer will be responsible for setting up the online voting. The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
5. The vote will be conducted by secure online voting.

Voting for all positions up for election will commence on the Monday prior to the Annual General Meeting at 9 a.m. and will close at midnight on the Tuesday prior to the Annual General Meeting. All votes must be cast using the online system, no paper ballots will be issued or collected.

The Elections Committee will be responsible for setting up and manning an electronic voting station at Keyano College for all members to access the online voting system on the Tuesday prior to the Annual General Meeting from 10 a.m. until 6 p.m.

6. The candidate receiving the most votes during the election will be declared elected at the Annual General Meeting by the Chief Returning Officer and Elections Committee. The Elections Committee must agree that the number of votes are correct before the elected candidate is announced.
7. In the event of a tie vote, a second and subsequent ballot(s) will be taken to finalize the election.

The top tied candidates will be subject to the re-vote using the online voting system as soon as possible after the AGM. Each subsequent ballot(s) will have a twenty-four (24) hour voting window until a candidate receives the most votes and can be declared elected.

8. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected using the online voting system or the member's ballot will be declared spoiled.

(Article 11.4)

9. Any member may request that the total number votes be released if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 6 (d) in attendance at the AGM.
10. All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Chief Returning Officer in conjunction with the Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

(c) **Installation of Officers**

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for at least two (2) years or until a successor has been elected and installed, provided, however, that no term of office shall be less than one year and no longer than three years.

(Article B.2.4)

2. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.

3. The Oath of Office to be read by the newly-elected Officers is:  
*"I, \_\_\_\_\_, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term."*

(Article 11.6(b))

(d) **By-elections**

Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.

## **SECTION 11 – FEES, DUES AND ASSESSMENTS**

(a) **Initiation Fee**

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of five dollars (\$5.00) which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

(Articles B.4.1 and B.8.2)

(b) **Readmission Fee**

The readmission fee shall be five dollars (\$5.00).

(Article B.4.1)

(c) **Monthly Dues**

The monthly dues shall be 1.8% of regular wages.

(Article B.4.3)

(d) **Amending Monthly Dues**

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting or 60 days in writing must be given.

(Article B.4.3)

(e) **Assessments**

Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

## **SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS**

A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

(Article B.8.6)

## SECTION 13 – EXPENDITURES

### (a) **Payment of Local Union Funds**

Funds can only be spent for valid purposes of the Local Union under the following circumstances:

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Article B.4.4)

### (b) **Payment of Per Capita Tax and Affiliation Fees**

Authorization to pay per capita tax to CUPE National, to CUPE Alberta Provincial Division, or any labour organization the Local Union is affiliated with, is not required.

### (c) **Payment of Local Union Funds to Members or Causes Outside of CUPE**

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than \$100, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

- (d) No Officer or member of Local 2157 will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these bylaws.

## SECTION 14 – OUT-OF-POCKET EXPENSES AND PER DIEMS

Local Union Officers shall be provided a monthly honourarium as follows:

President	\$150 per month
Vice-President	\$150 per month
WBRL Vice-President	\$150 per month
Recording Secretary	\$150 per month
Secretary-Treasurer	\$150 per month
Executive Secretary	\$150 per month

Honoraria are to be paid by cheque to the Union Officer, member or delegate upon receipt of a completed expense form, with receipts if required. See Appendix 'F'.

## **SECTION 15 – CHILD CARE, DEPENDENT CARE AND ELDER CARE**

Caring for children, dependents or the elderly are barriers to actively participating in the Union or to attending membership meetings. Local 2157 is committed to removing barriers within its control so that all members have equal access to participation.

- (a) When it is practical and demand warrants, Local 2157 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed to a maximum of the living wage for the area for each hour of required care. Reimbursement will be provided upon proof of payment.
- (b) Any member who is on authorized Local 2157 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

## **SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS**

- (a) Except for the President's option [Section 9(a)], all delegates to conventions, conferences, and educationals shall be chosen by election at membership meetings.
- (b) Delegates to the Fort McMurray and Area CUPE District Council shall be elected annually at the regular membership meeting in January using the secure online voting system. Nominations will be accepted from members in attendance at the December General Membership meeting or from those members who have allowed their name to be filed in writing at the December meeting, witnessed by another member.

A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages. The President, or their designate, will hold one delegation seat to the Council.

Delegates are encouraged to run for Executive positions on the Council, and will be provided with a letter of support or credential from the Local to the Council for a one year term.

- (c) Delegates to the Wood Buffalo District Labour Council shall be elected annually at the regular membership meeting in at the regular membership meeting in January using the secure online voting system. Nominations will be accepted from members in attendance at the December General Membership meeting or from those members who have allowed their name to be filed in writing at the December meeting, witnessed by another member. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall report at each Local Union membership on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages. The President, or their designate, will hold one delegation seat to the Council. Delegates are encouraged to run for Executive positions on the Council, and will be provided with a letter of support or credential from the Local to the Council for a one year term.
- (d) All delegates attending conventions, conferences, or educationals held outside of the Regional Municipality of Wood Buffalo shall be paid transportation expenses at economy rates as determined by the Secretary-Treasurer or at a mileage rate as per CUPE National, and a per diem allowance equal to that of CUPE National for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages. Half days will be paid as per the meal breakdown provided by CUPE National.
- (e) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be an in-town per diem allowance equal to that of CUPE National for meals and expenses incurred by attendance at the convention or conference. The Local Union will reimburse the member's employer for any loss of wages. Where meal(s) are provided at the convention or conference held locally, no per diem shall be given. No per diem shall be given for CUPE workshops held locally.
- (f) Local 2157 will provide members with their per diem allowance no later than two business days prior to their attending the convention, conference, or educational upon receipt of a completed expense sheet.
- (g) Local 2157 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.
- (h) The breakdown of meal allowances for Breakfast, Lunch and Dinner shall apply for partial days of work.
- (i) Out-of-pocket expenses and per diems are to be paid by cheque to the Union Officer, member or delegate upon receipt of a completed expense form, with receipts if required. See Appendix 'F'.



## SECTION 17 – COMMITTEES

### (a) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two members of the Board may sit on any special committee as ex-officio members.

#### 1. Negotiating Committee

This will be a special committee established at least 3 months prior to the expiry of the Bargaining Unit's Collective Agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement.

##### (i) For Keyano College Bargaining Unit:

The committee shall consist of four (4) members, three (3) members of the Keyano College Bargaining Unit who are elected at a Bargaining Unit membership meeting. The President or their designate will hold one seat on the committee. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

A negotiating planning committee, consisting of no more than eight (8) members total, including the representative of the membership, will meet to discuss issues prior to commencement of negotiations.

All members of the Keyano College negotiating committee shall attend CUPE's collective bargaining educational sessions.

##### (ii) For Wood Buffalo Regional Library Bargaining Unit:

The committee shall consist of three (3) members, two (2) members of the WBRL Bargaining Unit who will be elected at a WBRL membership meeting. The Local 2157 President, or their designate will hold one seat on the committee. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

A negotiating planning committee, consisting of no more than five (5) members total, including the representative of the membership, will meet to discuss issues prior to commencement of negotiations.

All members of the Wood Buffalo Regional Library negotiating committee shall attend CUPE's collective bargaining educational sessions.

(b) Permanent Committees

The Chairperson of each permanent committee will be elected by the members at an annual general membership meeting and shall have a two (2) year term. Permanent committees will have a term of two (2) years. The Chairperson and the Executive Board may, with the approval of the membership, jointly appoint other members to serve on a committee. Committees will provide written reports to each regular membership meeting. The Vice-President shall be a member, ex-officio, of each committee. There shall be seven (7) permanent committees as follows:

1. Grievance Committee

The Keyano College Vice-President will be the co-Chairperson of the grievance committee and alternate presiding over meetings.

This committee will:

- Receive an update of all grievances.
- Review the written report provided by the Keyano College Vice-President on the status of all grievances to be submitted to the Executive Board, the National Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the grievance should proceed to arbitration.
- If the decision is to not proceed to arbitration, the grievor(s) may appeal the decision to the grievance committee.
- Meetings will be held as necessary and will be called by either Vice-President.

The committee members will be the Executive Board and up to six (6) active stewards appointed by the Executive Board. The committee shall appoint its secretary from among its members. The National

Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

## 2. Education Committee

This committee will:

- Gather information about appropriate courses, the availability of courses, and make recommendations to the Local Union on whether or not members should be attending.
- Assist delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports.
- Cooperate with the National Union Development Department and Communications Branch of CUPE, and with the regional Education Representative, in implementing both the Local Union's and CUPE's policies in these fields.

The committee members will be the elected chairperson and two (2) members. The committee shall appoint its secretary from among its members.

## 3. Reclassification Committee (Keyano College)

This committee will:

- Review reclassification applications.
- Advise applicants of the reclassification process and provide assistance with the application.
- Act in an advisory capacity to the Reclassification Chairperson in regards to each application.

The committee members will be the elected chairperson and three (3) members of the Keyano College Bargaining Unit. The committee shall appoint its secretary from among its members.

## 4. Bylaw Committee

This committee will:

- Review the bylaws annually and make recommendations to the Local on proposed amendments.

- Review any proposed amendments received from the membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.
- Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The committee members will be the members of the Executive Board. The committee secretary will be the Recording-Secretary. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

#### 5. Social Committee

This committee will:

- Arrange and conduct all social, cultural, and recreational activities of the Local Union, either on the committee's own initiative or as a result of decisions taken at membership meetings. The committee shall submit reports and proposals to the Executive Board or to the membership as required.

A budget for the committee will be fixed annually by the membership but, other than that, all social, cultural, and recreational events and activities shall be self-supporting.

The Chairperson shall be the Executive Secretary and the committee comprised of at least three (3) other members from the Keyano College Bargaining Unit and at least one (1) member from the WBRL Bargaining Unit, and may appoint a secretary-treasurer from among its members.

#### 6. Professional Development Committee (Keyano College)

This committee will:

- Follow the guidelines of the PD Committee.
- Exercise its full rights to allocate the PD funding to the membership.
- The elected chairperson will be from the Keyano College Bargaining Unit.

## 7. Health and Safety Committees – Keyano College and WBRL

These committees will:

- Work to educate members on the importance of workplace health and safety.
- Prepare and present reports to the regular membership meetings.
- Organize an April 28<sup>th</sup> Day of Mourning ceremony each year.
- Participate on the Joint Worksite Health and Safety Committees (JWH&SC) at their workplace.
- Ensure that the worker representatives on the JWH&SC meet separately from the employer to prepare for meetings with the employer.
- Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
- Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
- Work to eliminate all workplace hazards, be they physical, environmental, or social.

Members of this committee should be designated as a "Certified Worker Representative" in accordance with the legislation in their respective jurisdictions (provincial, federal).

The committee members will be the elected chairperson at each Bargaining Unit and 3 members as required in the Alberta Occupational Health and Safety Act. The President or their designate will hold one seat on each OH&S committee. The committee shall appoint its secretary from among its members.

The Keyano College and Wood Buffalo Regional Library committees shall meet together quarterly to inform and advise on issues at each respective workplace, combine efforts for health and safety initiatives and educational, and other issues as required.

### (c) Labour Management Meeting Committees

#### **Keyano College**

The Labour Management Meeting committee members for the Local shall be comprised of the President or their designate, Keyano College Vice-President and one (1) member elected from the Bargaining Unit annually in September. The National Representative may be invited to the Labour Management Meeting at the request of the Local Union.

## **WBRL**

The Labour Management Meeting committee members for the Local shall be comprised of the President or their designate, WBRL Vice-President and one (1) member elected from the Bargaining Unit annually in September. The National Representative may be invited to the Labour Management Meeting at the request of the Local Union.

### (d) Committee Elections

Committee Elections will be held at the appropriate Bargaining Unit meeting and shall be done using paper ballots. The following procedure shall be followed.

1. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
2. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.  
(Articles B.8.1, B.8.2 and B.8.3)
3. No member will be eligible for nomination if they are in arrears of dues and/or assessments. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.
4. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.
5. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
6. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.  
(Article 11.4)
7. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership or Bargaining Unit meeting as set out in Sections 6(d) and (f).

## SECTION 18 – COMPLAINTS AND TRIALS

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.  
(Articles B.11.1 to B.11.5)

## SECTION 19 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix C. These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by Appendix C to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

## SECTION 20 – AMENDMENTS

### (a) CUPE Constitution

These bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

(Articles 9.2(c), 13.3 and B.5.1)

### (b) Additional Bylaws

A Local Union can amend or add to its bylaws only if:

1. the amended or additional bylaws do not conflict with the CUPE Constitution;
2. the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
3. notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.

(Articles 13.3 and B.5.1)

### (c) Effective Date of Amended or Additional Bylaws

The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Articles 13.3 and B.5.1)

## **SECTION 21 – PRINTING AND DISTRIBUTION OF BYLAWS**

Members will receive a copy of Local 2157 bylaws, either in paper format or via email. Members requesting a copy of these bylaws will be provided a copy in either French or English as requested. Members with special needs may request a copy of the bylaws in larger font.



## APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT

Union solidarity is based on the principle that Union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our Union.

As unionists, mutual respect, cooperation, and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic, or homophobic hurts and thereby divides us. So too does discrimination on the basis of ability, age, class, religion and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue, or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a Union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society, and in our Union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff, and elected officers must be mindful that all persons deserve dignity, equality, and respect.

## APPENDIX B – CODE OF CONDUCT

Local 2157 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Local 2157 strives to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our Union, our communities, and globally.

Local 2157 is committed to creating a Union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Local 2157 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Local 2157 expects that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct for Local 2157 sets out standards of behaviour for members at meetings, and all other events organized by Local 2157. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As members of Local 2157 we commit to one another and to the Union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement;
- Respect the views of others, even when we disagree;
- Recognize and value individual differences;
- Communicate openly;
- Support and encourage each other;
- Make sure that we do not harass or discriminate against each other;
- Commit to not engaging in offensive comment or conduct;
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating; and
- Take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in Union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding this Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. Once a complaint is received, a designated Officer of the Local Union will work to seek a resolution.
3. If this fails to resolve the matter, the designated Officer of the Local Union shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of Local 2157, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member's right to access the trial provisions of the CUPE National Constitution.

## APPENDIX C – RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: “Is the Local ready for the motion?” If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
20. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

## APPENDIX D – LOCAL 2157 STEWARDS

### Keyano College Steward(s) shall:

- Stewards will be appointed by the Executive Board.
- Attend General Membership meetings and Bargaining Unit meetings as much as reasonably possible.
- Represent the members of Keyano College in accordance with CUPE's equality statement and code of conduct.
- Bring issues of Keyano College members to the attention of the appropriate reporting structure as directed by the Local 2157 Executive Board.
- Perform duties as assigned by the Vice-President or Local 2157 Executive Board.
- Take Introduction to Stewarding and ongoing Steward Learning Series educationals to increase knowledge and effectiveness. The Introduction to Stewarding course is required for all stewards.
- Define and detect grievances and working with the Keyano College Vice-President to file grievances.
- Represent members at investigative, disciplinary and grievance meetings as required or requested.
- Knowing and policing the Collective Agreement and provincial or federal legislation affecting labour and their particular work area(s).
- Providing communication and information from the represented members to the Executive Board and from the Executive Board to the members, including distribution of Union literature and newsletters.
- Greet and sign up new employees and encourage participation of all members of the work area in Union activity.
- Meet with members and provide direction and support.
- Post notices of upcoming general membership meetings at the work area location if required.
- Maintain daily contact with the members to provide ongoing Union awareness, solidarity and education.

The WBRL Shop Steward(s) shall:

- Stewards will be appointed by the Executive Board.
- Attend General Membership meetings and Bargaining Unit meetings as much as reasonably possible.
- Represent the members of the WBRL in accordance with CUPE's equality statement and code of conduct.
- Bring issues of WBRL members to the attention of the appropriate reporting structure as directed by the Local 2157 Executive Board.
- Perform duties as assigned by the Vice-President, WBRL Vice-President or Local 2157 Executive Board.
- Take Introduction to Stewarding and ongoing Steward Learning Series educationals to increase knowledge and effectiveness. The Introduction to Stewarding course is required for all stewards.
- Define and detect grievances and working with the Keyano College Vice-President and/or WBRL Vice-President to file grievances.
- Represent members at investigative, disciplinary and grievance meetings as required or requested.
- Knowing and policing the Collective Agreement and provincial or federal legislation affecting labour and their particular work area(s).
- Providing communication and information from the represented members to the Executive Board and from the Executive Board to the members, including distribution of Union literature and newsletters.
- Greet and sign up new employees and encourage participation of all members of the WBRL in Union activity.
- Meet with members and provide direction and support.
- Post notices of upcoming general membership meetings at the work area location if required.
- Maintain daily contact with the members to provide ongoing Union awareness, solidarity and education.



## APPENDIX E – CUPE LOCAL 2157 PERSONAL INFORMATION POLICY

This policy applies to CUPE Local 2157 and has been adopted pursuant to the *Personal Information Protection Act (PIPA)*, S.A. 2003, c. P-6.5.

1. CUPE Local 2157 has a Privacy Coordinator to look after the protection of information under *PIPA*. The Privacy Coordinator can be reached at:  
  
Recording Secretary – CUPE Local 2157  
8115 Franklin Avenue  
Fort McMurray, AB T9H 2H7  
Local2157PIPA@gmail.com
2. The Privacy Coordinator is responsible for handling questions and requests for information from members and making recommendations to the Executive for the handling and protection of information.
3. CUPE Local 2157 collects “personal information” as defined in *PIPA* in order to communicate with its members and fulfill its obligations under the collective agreement and the *Labour Relations Code*, RSA 2000, c L-1 (the “Code”).
4. Membership information is not shared with any other organization other than as is necessary to comply with the CUPE Constitution, Bylaws of the Local, as necessary to further the interest of the membership, or as otherwise required or permitted by law.
5. Pursuant to s.14 (c.1) of *PIPA*, CUPE Local 2157 is entitled to collect personal information about an individual without the consent of that individual if the collection of the information is necessary to comply with the collective agreement.
6. Pursuant to s.17 (c.1) of *PIPA*, CUPE Local 2157 is entitled to use personal information about an individual without the consent of that individual if the use of the information is necessary to comply with the collective agreement.
7. Pursuant to s.20 (c.1) of *PIPA*, CUPE Local 2157 is entitled to disclose personal information about an individual without the consent of that individual if the use of the information is necessary to comply with the collective agreement.
8. Furthermore, in the event of a labour dispute, CUPE Local 2157 is entitled to collect, use and disclose of personal information consistent with ss. 14.1, 17.1 and 20.1 of *PIPA*.
9. It is the Local’s policy to avoid the unnecessary collection of information.

10. Personal information will not be retained unnecessarily consistent with s. 35 of *PIPA*.
11. CUPE Local 2157 will take reasonable steps to ensure that all personal information it receives and collects is kept secure from theft, unauthorized access, use, and unwarranted disclosure.
12. CUPE Local 2157 will take reasonable steps to ensure that information used in decision-making or disclosed to third parties is accurate and complete.
13. Under *PIPA*, members have the right to access their personal information, with some exceptions. The Privacy Coordinator will be responsible for responding to requests for information and requests to correct information. Requests for information or for correction must be made in writing to the Privacy Coordinator. The Privacy Coordinator will respond to requests consistent with the requirements under *PIPA*.
14. Fees may be charged under *PIPA* for access to “personal information,” and may include costs incurred by the Local of finding and copying such information. Fees will be kept to a minimum. Before compiling the personal information, an estimate of fees to be charged may be given.
15. Any decision of the Privacy Coordinator may be appealed to the Executive or its delegate(s). CUPE Local 2157 will make every reasonable effort to resolve any dispute without the need to involve the Privacy Commissioner under *PIPA*.

Adopted by CUPE Local 2157 on the 10<sup>th</sup> of March, 2021.

## **APPENDIX F – EXPENSE FORM**

See attached Expense Form for Local 2157 (and as updated or amended by the Local Executive to comply with these bylaws and/or the National Constitution)



