

BYLAWS

LOCAL 1505



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INTRODUCTION

Local 1505 of the Canadian Union of Public Employees was formed to:

- Improve the social and economic well-being/welfare 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 1505 in accordance with the CUPE National Constitution, to protect the rights of all members, to provide for responsible governance/administration of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

(Articles 12.3 and Appendix B.5.1)

As a CUPE chartered organization, we 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.

Every individual of Local 1505 is bound to abide by the provisions of the CUPE National Constitution and these Bylaws, upon becoming a member in the Canadian Union of Public Employees.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees, Local Number 1505 (hereinafter referred to as Local 1505).

LOCAL 1505 consists of the following Units:

- 1) **1505-00** the Regional Municipality of Wood Buffalo in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 125-95 issued May 24, 1995;
- 2) **1505-00** the Regional Municipality of Wood Buffalo members residing in Fort Chipewyan are recognized as a distinct Unit due to their geographical separation;
- 3) **1505-01** the Regional Recreational Corporation in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 201-99 issued December 2, 1999, or as amended;
- 4) **1505-02** the Fort McMurray Regional Airport Authority in accordance with the Terms of Certification on file with the Canadian Industrial Relations Board Order No.7727-U issued January 24, 2000;

- 5) **1505-04** the Wood Buffalo Housing and Development Corporation – Rotary House workers in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 53-2012 issued March 30, 2012, or as amended; and,
- 6) **1505-05** the Wood Buffalo Housing and Development Corporation – operations and maintenance workers in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No.77-2012 issued June 8, 2012, or as amended.
- 7) **1505-07** the Regional Municipality of Wood Buffalo- Transit, as voluntarily recognized by the Alberta Labour Relations Board, Transit Collective Agreement dated January 7, 2016.

SECTION 2 – OBJECTIVES

The objectives of Local 1505 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.
- (g) Union Organizing

Whereas we believe in and endorse the rights of workers to belong to a trade union; further we believe that many underrepresented workers have the right to collectively negotiate wages, hours of work, benefits and working conditions free from discrimination and harassment.

Be it resolved that the Local 1505 membership and executive support and endorse the organization and the acceptance of additional Worksites.

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 1505 can apply for membership by signing an application and paying the initiation fee set out in Section 12 (a) of these Bylaws.

(Appendix B.8.1)

(b) Approval of Membership

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

(Appendix B.8.2)

(c) Oath of Membership

New members will take the oath as pursuant to the CUPE National Constitution.

“I promise to support and comply with 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.”

(Appendix B.8.4)

(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.

(Appendix B.8.3)

Members with an active grievance in relation to termination of employment will remain as a member in good standing until such time the dispute is concluded.

(e) Member Obligations

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

Members will adhere to the Code of Conduct as described in Appendix “C”.

Members will provide the Membership Officer with their current address, home telephone contact number and a personal e-mail address. The member will advise the Membership Officer of any changes to their contact information. This information will

be protected and only be used to communicate with members. Such communication will take the form of mail, e-mail, text messaging, 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.

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 1505 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Alberta Provincial Division
- Alberta Municipal Employees Committee (AMEC)

On approval of the membership, as may be decided annually by a majority vote of the membership at a Regular Membership Meeting no later than June 15th, Local 1505 may be affiliated to and pay per capita tax to the following organization(s) or others that have a non-competing mandate:

- The Fort McMurray CUPE District Council (Local 9131)
- The Wood Buffalo Labour Council
- The Canadian Labour Congress

Where the Local is responsible to identify delegates to the affiliated organization, such as a CUPE District Council, those delegates shall be elected annually at the First Regular Membership Meeting of the calendar year by the membership.

Where a member wishes to take an elected position within an affiliated organization, that member may seek the Local's and /or caucus choice. If that choice is refused, then the member shall refrain from seeking election.

SECTION 6 – MEMBERSHIP MEETINGS

All Membership Meetings will be conducted in person when available and will also have a virtual component using an online platform such as Zoom to ensure that all members have access to meetings.

(a) Annual General Meeting

An Annual General Meeting shall be held no later than the fifteenth (15th) day of May of each year. Election results will be announced at this meeting except for Unit Vice President and Chief Shop Steward and Lead Shop Steward positions.

(b) **Election Nomination Meeting**

The Election Nomination Meeting will be held in the month prior to the Annual General Meeting election with no less than thirty (30) days between.

- Nominations will be accepted from members in attendance. Nominations shall also be accepted from members who are absent at the Election Nomination Meeting who have allowed their nomination to be filed in writing at the meeting. This nomination must be witnessed by a second member in good standing.
- Each Nominee will be allowed five (5) minutes to address the membership.
- Question and Answer session will be conducted at this meeting. Members will be allowed two (2) minutes to ask a question to either an individual nominee, or to any number of nominees. Nominees will be allowed three (3) minutes each to respond to a question addressed to them. The Question-and-Answer session shall not exceed forty-five (45) minutes. The National Representative shall preserve order and cease discussion in a fair and equitable manner.
- No Nominations will be accepted after-nominations are declared closed at the Election Nomination Meeting for the Annual General Meeting election.

(c) **Regular Membership Meetings**

Regular Membership Meetings of Local 1505 shall be held on at least the second (2nd) Wednesday of every second (2nd) month at 7 p.m. 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.

The Communications Officer and/or President shall ensure that members of all Units are notified of Membership Meetings by e-mail, text messaging, CUPE 1505 website and/or (electronic) newsletter. Whenever possible, notifications should be sent by any platform available.

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 (7) days' notice of the date of the rescheduled Regular Membership Meeting.

(d) **Special Membership Meetings**

Special Membership Meetings of Local 1505 may be required, and shall be called by the Executive Board or may be requested in writing by no fewer than fifty (50) members. The Communications Officer and/or President shall immediately advise members when a Special Membership Meeting is called, and ensure that all members receive at least twenty-four (24) hours' notice of the Special Membership Meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the Special Membership Meeting other than that for which the meeting is called and notice given.

(e) **Quorum**

The minimum number of members required to be in attendance for the transaction of business at any Regular or Special Membership Meeting shall be fifteen (15) members, plus a minimum of three (3) members of the Executive Board. No executive member shall be counted in quorum.

(f) **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. Acknowledgement of Indigenous Territory
4. Voting on new members and Initiation of new members
5. Reading of the minutes
6. Matters arising from the minutes
7. Financial Officer's Report
8. Communications and bills
9. Executive Board Report
10. Reports of Committees and Delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

(Appendix B.6.1)

(g) **Unit Membership Meetings**

Unit Membership Meetings will be called at intervals outlined within this article to deal with matters that affect only members of the Unit. Such 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 Unit. Members of the Unit shall be advised of the time and location and the agenda seven (7) days in advance of the meeting.

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

1. RMWB: Fifteen (15) Unit members plus (3) Executive Board members
2. Fort Chipewyan: Three (3) Unit members plus two (2) Executive Board members.
3. Regional Recreational Corp: Six (6) Unit members plus two (2) Executive Board members.
4. Fort McMurray Airport Authority: Two (2) Unit members plus two (2) Executive Board members.
5. Rotary House: Two (2) Unit members plus two (2) Executive Board members.

6. Wood Buffalo Housing and Development Corp: Two (2) Unit members plus two (2) Executive Board members.
7. RMWB – Transit: Six (6) Unit members plus two (2) Executive board members.

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

Executive officers shall not be considered as Unit Members for the purpose of quorum. Executive officers shall only vote in a unit meeting in the Unit which they are employed.

Unit Membership Meetings must be no less than six (6) per calendar year for RMWB and four (4) per calendar year for all other Units. Unit Membership Meetings must not be held with any other membership meeting. Unit Membership Meetings are to be held on dates as follows:

1. RMWB: In opposing months of the Regular Membership Meetings.
2. Fort Chipewyan: In the months of February, May, August and November
3. Fort McMurray Airport Authority: In the months of January, April, July and October
4. Rotary House: In the months of March, June, September, and December
5. Wood Buffalo Housing and Development: In the months of February, May, August, and November
6. RMWB – Transit: In the months of January, April, July, and October
7. RRC – In the months of March, June, September, and December

SECTION 7 – OFFICERS

The Officers of Local 1505 shall be the President, General Vice-President, Chief Shop Steward, Lead Shop Steward Financial Officer (Secretary-Treasurer), Recording Officer, Membership Officer, three (3) Trustees, Communications Officer, and Unit Vice Presidents.
(Appendices B.2.1 and B.2.2)

SECTION 8 – EXECUTIVE BOARD

- (a) The Executive Board is the governing body of Local 1505 when the AGM is not in session in accordance with these Bylaws.
- (b) The Executive Board shall be held responsible for the proper and effective functioning of Local 1505 and carry out fully the decision of the AGM and enforce the Bylaws.
- (c) The Executive Board shall include all Officers, except Trustees.

(Appendix B.2.2)

- (d) The Executive Board shall develop CUPE Local 1505's Strategic Plan, Financial policies and Budgets.
- (e) The Executive Board shall meet at least ten (10) times per year. (Appendix B.3.14)
- (f) The majority of the Executive Board members shall constitute a quorum.
- (g) The Executive Board shall hold title to any real estate and/or any assets of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate and/or assets without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (h) The Executive Board, with approval of the membership, is empowered to second a member in good standing to a full-time position within the Local for a reason and period of time necessary to perform assigned duties.
- (i) The Executive Board, with approval of the membership is empowered to employ support/admin staff and set the terms and conditions of employment for that employee.
- (j) 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.
- (k) Should any Executive Board member fail to answer the roll call for three (3) consecutive Regular Membership Meetings or three (3) 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 Regular Membership Meeting, Shop Steward Meeting or Unit Membership meeting as would normally apply. (Appendix B.2.5)

SECTION 9 – DUTIES OF ELECTED OFFICERS

Each Officer of Local 1505 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise in addition to those required as outlined within the description of their position.

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.

(Appendix B.3.9)

All signing Officers of Local 1505 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.

(Appendix B.3.5)

(a) **President**

The President shall:

- Be booked off and occupy a full-time, paid position of two (2) years following the Annual General Meeting in which they are elected.
- Paid the highest rate in the Regional Municipality of Wood Buffalo Collective Agreement regardless of the respective individual's Collective Agreement.
- Will receive full benefits of the individual's Collective Agreement
- Enforce the CUPE National Constitution, these Local Union Bylaws and the Equality Statement.
- Interpret these Bylaws as required.
- Lead and implement CUPE Local 1505's Strategic Plan and act as official spokesperson.
- Preside at all Membership Meetings except Unit Membership Meetings.
- Preside at Executive Board Meetings
- Introduce new members and conduct them through the initiation ceremony
- Decide all points of order and procedure, subject in all cases to appeal of the membership
- Attend two (2) Shop Steward Series courses per calendar year until all courses have been completed.
- Attend training courses and seminars requested by CUPE National.
- Attend meetings with the employer(s) as necessary and per the Collective Agreement including all senior level meetings
- May attend Committee Meetings as ex officio unless forbidden by the Collective Agreements.
- Attend or review all Municipal Council Meetings.
- Prepare and distribute agendas for Executive Board Meetings two (2) days prior to the meetings.
- Manage the administration of Local 1505.
- Record all amendments and/or additions in the Bylaws and make certain these are sent to the National President for approval prior to implementing.
- Ensure that all correspondence is managed effectively.

- Ensure a record of all correspondence received and sent out is maintained.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast an additional vote, or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- 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.
- Follow all directives of the Privacy Coordinator
- Have first preference as a delegate to the CUPE National Convention and the CUPE Alberta Division Convention.

(Appendix B.3.1)

(b) **General Vice-President**

The General Vice-President shall:

- Be booked off and occupy a full-time, paid position of two (2) years following the Annual General Meeting in which they were elected.
- Paid the highest rate in the Regional Municipality of Wood Buffalo Collective Agreement regardless of the respective individual's Collective Agreement.
- Will receive full benefits of the individual's Collective Agreement
- If the President is absent or not eligible, perform all duties of the President.
- Be responsible for overseeing, receiving, and filing of ALL grievances.
- Prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative, and to each Regular Membership Meeting.
- Enforce the CUPE National Constitution, these Local Union Bylaws and the Equality Statement
- Attend two (2) Shop Steward Series courses per calendar year until all courses have been completed.
- Attend training courses and seminars requested by CUPE National.

- Preside at Membership Meetings in the absence of the President.
- Attend meetings with the employer(s) as necessary and as per the Collective Agreements.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Support the President in attending senior-level meetings with the Employer as needed.
- Render occasional assistance to any member of the Executive Board as needed or as directed by the Executive Board.
- Be an alternate signing authority in the absence of either the President or Financial Officer.
- Supply reports to the CUPE National Representative as requested.
- Follow all directives of the Privacy Coordinator

(Appendix B.3.2)

(c) **Chief Shop Steward**

The Chief Shop Steward shall:

- Occupy a full-time unpaid position of two (2) years following the Shop Steward Meeting in which they were elected.
- Be elected by the Shop Stewards at the Shop Steward Meeting in the month of March in even years. The Nomination and Election process will take place in this meeting and will be elected by plurality vote of the stewards. This meeting must be conducted either completely virtually or a combination of virtual and in person to ensure all stewards from all geographical location have the ability to attend. The Chief Shop Steward election must be conducted by means of a secured online voting system.
- Attend senior level Grievance Meetings, and other Grievance Meetings as needed.
- Be responsible for monitoring Shop Steward availability and assigning duties, ensuring workload is distributed fairly to stewards who are deemed available.
- Monitor and maintain a Steward Incentive Program.
- Proactively act as an ambassador for Local 1505 at all worksites.
- Attend at least two (2) Steward Series training courses per calendar year until all courses are complete.

- Make regular reports to the Executive.
- Mentor and administer the development of all Shop Stewards.
- Chair the monthly Shop Steward Meetings.
- Follow all directives of the Privacy Coordinator.

(d) **Lead Shop Steward**

- Occupy a full-time unpaid position of two (2) years following the Shop Steward Meeting in which they were elected.
- Be elected by the Shop Stewards at the Shop Steward Meeting In the month of March in odd years. The Nomination and Election process will take place in this meeting and will be elected by plurality vote of the stewards. This meeting must be conducted either completely virtually or a combination of virtual and in person to ensure all stewards from all geographical location have the ability to attend. The Lead Shop Steward election must be conducted by means of a secured online voting system.
- Assist the Chief Shop Steward in any tasks at the request of the Chief Shop Steward, President or General Vice President.
- Perform all duties of a Shop Steward.
- Perform all duties of the Chief Shop Steward if the Chief Shop Steward is unavailable.
- If the office of the Chief Shop Steward falls vacant, be Acting Chief Shop Steward until a new Chief Shop Steward is elected through a by-election.
- Proactively act as an ambassador for Local 1505 at all work sites.
- Attend at least two (2) Shop Steward Series training courses per calendar year.
- Follow all directives of the Privacy Coordinator

(e) **Recording Officer**

The Recording Officer shall:

- Occupy a full-time, unpaid position of two (2) years following the Annual General Meeting in which they were elected.
- 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 (Regular Membership Meetings) presented by the Financial Officer. The record will also include Trustees' reports.

- Keep a record of all correspondence received by mail and sent out by mail.
- 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 and Vice-President.
- When absent, engage a member of the Executive Board to perform the duties of the Recording Officer.
- Performs other duties required by the Local Union, its Bylaws or the National Constitution.
- Be the Privacy Coordinator for the Local

(Appendix B.3.3)

(f) **Financial Officer**

The Financial Officer shall:

- Occupy a full-time, unpaid position of two (2) years following the Annual General Meeting in which they were elected.
- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- 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 one dollar (\$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.
- Prepare annual budgets in consultation with the Executive Board and present the recommended budget to the membership annually.
- 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.
- Be bonded through the master bond held by CUPE National. Any Financial Officer who cannot qualify for the bond shall be disqualified from office.
- 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.
- If required, determine a suitable vendor to provide accounting services
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Ensure payments are supported by expense form, invoice, these Bylaws or Meeting Minutes indicating approval from the membership. Expense forms must be signed by the President, or General Vice President and one other member of the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated. No expense form or cheque shall be duly signed by the Officer for which the expense is submitted or cheque is issued.
- Not later than February 28th 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 to any member whose dues are not reported on their Employer supplied pay stub.
- Follow all directives of the Privacy Coordinator
- When required, 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.

(Appendices B.3.4 to B.3.8)

(g) **Trustees**

The Trustees shall:

- Occupy a full-time, unpaid position of three (3) years following the Annual General Meeting in which they were elected.
- Act as an auditing committee on behalf of the members and audit the books and accounts of the Financial Officer, the Recording Officer, and the committees, at least once every calendar year.
- Make a written report of their findings to the first Regular Membership Meeting following the completion of each audit.
- Submit in writing to the Executive Board 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 Financial Officer in an organized, correct, and proper manner.

- Be responsible to ensure that monies have been paid out with proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- Follow all directives of the Privacy Coordinator
- 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) Financial Officer's Report to the Trustees
 - (iv) Recommendations made to the Executive Board of the Local Union
 - (v) Financial Officer's response to recommendations
 - (vi) Concerns that have not been addressed by the Local Union Executive Board.

(Appendices B.3.10 to B.3.12)

(h) **Membership Officer**

The Membership Officer shall:

- Occupy a full-time, unpaid position of two (2) years following the Annual General Meeting in which they were elected.
- 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 Membership Meetings.
- Maintain a record of the members' contact information.
- Perform such other duties as may be assigned by the Executive Board from time to time.

- In the absence of the Membership Officer, the President shall appoint a member in good standing to perform the duties during Membership Meetings.
- Maintain a listing of the membership of all committees and advise the President of any vacancies, or when the term of office of committee members is due to expire.
- Follow all directives of the Privacy Coordinator

(i) **Communications Officer**

The Communications Officer shall:

- Occupy a full-time, unpaid position of two (2) years following the Annual General Meeting in which they were elected.
- Provide communications support for the Strategic Plan in consultation with the Executive Board through a variety of media.
- Administer the CUPE 1505 website, social media, mass email and text messaging systems.
- Design and determine a suitable vendor for swag and printed material, such as business cards, greeting cards, brochures, etc.
- Prepare and distribute an electronic newsletter at least once every month except July and August or more frequently as required.
- Administer CUPE Local 1505's portion of any employer owned website.
- Prepare and publish membership updates and notifications through all available methods of communication including but not limited to: Email, Text Messaging, Social Media and CUPE 1505 website.
- Edit reports from Executive Board members and committees for inclusion in appropriate media.
- 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.
- Follow all directives of the Privacy Coordinator

(j) **Unit Vice Presidents**

The Unit Vice Presidents shall:

- Occupy a full-time, unpaid position of two (2) years following the Unit Membership Meeting in which they were elected.
- Be elected from and by the membership of the respective Unit(s).
- Act as liaison with the membership of their respective Unit and the Executive Board and represent the interests of the members of the respective Unit(s).
- Preside all Unit Membership Meetings.
- Provide CUPE Local 1505 orientation sessions to new members and issue new member packages and membership cards.
- Act as Shop Steward and a member of the Bargaining Committee of the respective Unit(s). Note: For the RMWB Unit, the RMWB Unit Vice President and Fort Chipewyan Unit Vice President shall both be considered members of the RMWB Bargaining Committee.
- When absent, engage the Unit Second Chair to perform the duties of the Unit Vice President.
- Perform such duties as may be assigned by the Executive Board.
- Attend Labour Management Meetings with their employer.
- Follow all directives of the Privacy Coordinator.
- Be a member of every CUPE Local 1505 Committee.
- Be a member of all Contractual Committees.
- Administer Unit New Employees (CUPE Local1505) Orientations.

SECTION 10 – DUTIES OF NON-EXECUTIVE REPRESENTATIVES

Shop Steward(s)

The Shop Steward(s) shall:

- A written report shall be given to the Chief Shop Steward if the steward is unable to attend the monthly Shop Steward Meeting due to work, illness, vacation or geography prior to the monthly Shop Steward Meeting.
- Notify the Chief Shop Steward no less than once per month of their availability for stewarding assignments.

- Represent assigned members in other work areas when deemed available.
- Attend No Less than eight (8) Shop Steward Meetings per calendar year, without good reason.
- Attend No Less than three (3) Regular Membership Meetings per calendar year, without good reason.
- Attend no less than two (2) Unit Membership Meetings per calendar year, without good reason.
- Attend at least two (2) Steward Series training courses per calendar year until all training courses are obtained.
- Act as a general information officer to the membership.
- Where there is a potential grievance, complete and submit the Grievance Fact Sheet or notes by email or physically to the Chief Shop Steward or Local 1505 office within the prescribed timelines as outlined in the Collective Agreement.
- Submit all notes and documentation from any meeting attended to the Chief Shop Steward or to the Local 1505 office in a timely manner.
- Undertake research projects or grievance committee duties as requested by the Chief Shop Steward, President or General Vice President.
- Perform other duties as requested by the Executive Board.

Unit Second Chair

The Unit Second Chairs shall:

- Occupy a full-time, unpaid position of two (2) years following the Unit Membership Meeting in which they were elected. The Unit Second Chair will be elected in opposite years as the Unit Vice President
- Be elected from and by the membership of the respective Unit(s).
- Assist the Unit Vice President in any tasks at the request of the Unit Vice President, President or General Vice President.
- Perform all duties of a Shop Steward.
- Perform all duties of the Unit Vice President if the Unit Vice President is unavailable.
- When absent, engage a member of the Executive Board or a Unit Steward to perform the duties of the Unit Second Chair.
- Perform such duties as may be assigned by the Executive Board.

- Follow all directives of the Privacy Coordinator

SECTION 11 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

(a) Nominations

- Nominations will be received at the Election Nomination Meeting held in the month prior to any election.
- Nominations will be accepted from members in attendance at the Election Nomination Meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
- To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
(Appendices B.8.1, B.8.2 and B.8.3)
- 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.
- No member will be eligible for nomination if they are in arrears of dues and/or assessments.
- When no nominations have been received for a vacant volunteer position, the Executive Board shall have the authority to fill the position by appointing a member who is willing to perform the duties of that office until a bi-election can take place.
- The Executive Board shall have the authority to appoint a member of the membership, who is willing, to temporarily fill a short-term position on the Executive Board, to cover a leave of absence for a period of time not exceeding three (3) months.

(b) Elections

- The President, Recording Officer, and Communications Officer are elected in odd years. The Vice-President, Financial Officer, and Membership Officer are elected in even years. Trustees shall be elected as required.
- At the Election Nomination 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.
- CUPE Local 1505 uses secure online voting options for Annual elections and elections for any position on the Executive Board.

- Electronic Voting software and/or service providers must ensure the secrecy of how any individual member has voted. The software and/or service provider must also ensure the integrity of the vote by issuing individualized login credentials (ID and Password).
- Online voting registration can only be done using personal email addresses – no employer email addresses will be permitted. All members in good standing who have registered to vote will be able to vote.
- The Chief Returning Officer will be responsible for setting up the online voting. The vote will be conducted by secure online voting.
- The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
- Voting for all positions up for election will commence no less than ten (10) calendar days prior to the Annual General Meeting at 9 a.m. and will close at noon the day of the Annual General Meeting. All votes must be cast using the online system, no paper ballots will be issued or collected.
- Electronic voting will be conducted using only one (1) electronic voting system that can be accessed in two (2) ways:
 - i. Members may access the system and log in by personal electronic devices (computer, smartphone, tablet etc.)
 - ii. Members may visit an Electronic Voting Station to cast their vote.
- The Elections Committee will be responsible for setting up and manning electronic voting stations for members while voting is open prior to the Annual General Meeting. The dates and locations of voting stations need to be announced no less than fourteen (14) days prior to the Annual General Meeting. To ensure members in both urban and rural communities have the ability to vote, electronic voting stations will be set up as follows:
 - 2 calendar days in Fort McMurray
 - 1 calendar days in Fort Chipewyan
 - Each voting station must be open for a minimum of six 6 hours per day
- 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.
- In the event of a tie vote, or a member gets elected into two (2) or more offices, a second and subsequent electronic vote(s) will be taken to finalize the election.
- In the event of a tie vote, the top tied candidates will be subject to the re-vote until a candidate receives the most votes and can be declared elected.

- If a member is elected to two (2) or more offices, the member will hold the office of their choosing, and will announce that office at the Annual General Meeting. The office left vacant will be subject to a revote with the remaining candidates who have not been elected to any other office.
- The voting for subsequent electronic votes will be conducted using the online voting system starting within two (2) calendar days after the AGM. Each subsequent electronic vote (s) will have a twenty-four (24) hour voting window. There will be no manned electronic voting stations for any second and subsequent electronic votes.
- When two or more nominees are to be elected to any office by electronic vote, 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 electronic vote will be declared spoiled.

(Article 10.4)

- Any member may request that the total number of 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 (e) in attendance at the Annual General Meeting.
- 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) Unit Vice President Elections

Elections for Unit Vice President Chair positions will take place at the second Unit Membership Meeting of each year.

Unless otherwise outlined, the voting procedure shall conform as closely as possible to Section 11 (b).

There will be no manned polling station at Unit Vice President and Unit Second Chair elections.

(d) Installation of Officers

1. Unit Vice Presidents will be installed at the next Regular Membership Meeting after their election and will continue for two (2) years. All other duly elected Executive Board Officers shall be installed at the meeting at which election results are announced and shall continue in office for two (2) year(s).
(Appendix B.2.4)
2. The terms of office for Trustees shall be so that one serves for a period of three (3) years, one for two (2) years, and one for one (1) year, as laid down in Appendix B.2.4 of the CUPE National Constitution. Each year thereafter, the

Local Union shall elect one Trustee for a three (3) 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 shall be according to the CUPE National Constitution.

"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 10.7(b))

(e) **By-elections**

Should an office fall vacant for any reason, the resulting by-election and installation 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 12 – 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 Financial Officer and will be accompanied by an initiation fee of the minimum allowable as determined by the CUPE constitution, which shall be in addition to monthly dues. If the application is rejected, the fee shall be returned.

(Appendices B.4.1 and B.8.2)

(b) **Readmission Fee**

The readmission fee shall be the minimum required under the CUPE Constitution, applicable to layoffs of more than eighteen (18) months.

(Appendix B.4.1)

(c) **Monthly Dues**

The monthly dues shall be one point seven five percent (1.75%) of regular wages.

(Appendix 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 electronic vote. Notice of at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

(Appendix B.4.3)

SECTION 13 – NON-PAYMENT OF DUES AND ASSESSMENTS

A member, except those on an approved or protected leave of absence, who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Financial Officer. The Executive Board will report all suspensions to the next Regular 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, on layoff for more than eighteen (18) months or unable to work because of sickness shall pay the readmission fee but will not be required to pay arrears.

(Appendix B.8.6)

SECTION 14 – EXPENDITURES

(a) Payment of Local Union Funds

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

1. When these Bylaws approve the expenditure; or
2. When the expenditure is authorized by a budget approved by a majority of members present and voting at a Regular or Special Membership Meeting; or
3. Through a vote of the majority of members present and voting at a Regular or Special Membership Meeting.

(Appendix B.4.4)

(b) Payment of Per Capita Tax and Affiliation Fees

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

- (c) Payment of Local Union Funds to Members or Causes Outside of CUPE Local 1505.
- (d) No officer or member of Local 1505 will be allowed to spend any Local Union funds without first having received authorization from the Executive Board in accordance with these Bylaws.
- (e) Local 1505 shall maintain a Strike Fund to be utilized for lockouts and strikes. Annually five percent (5%) of dues received by Local 1505 will be invested in the Strike Fund account. A strike top-up of \$100 per week, subject to approval of the membership, will be paid to members eligible for the CUPE National Strike Pay from this account. Duration of the top-up to be determined at the meeting at which it is approved

(f) **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.

(Appendix B.4.2)

(g) **No Loss of Wages**

No member shall suffer loss of wages while attending to official business of the Local as authorized by the Executive Board.

(h) All extraordinary expenses shall be signed and approved by the President and the Financial Officer. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached. These expenditures shall be reported at each Regular Membership Meeting.

(i) Local 1505 shall maintain two (2) credit cards for expenditures in accordance with these Bylaws. The credit cards will be issued to the President and Treasurer of the Local. The monthly credit card statements and expenditures shall be part of the monthly financial report.

SECTION 15 –OUT OF POCKET EXPENSES

Local Union Officers, and Committee members shall be provided an out-of-pocket expense allowance as follows:

- (a) For attending meetings called by the Employer, Local or a Committee, excluding Steward, General, Special, or Unit Membership Meetings when outside of the work area on a scheduled day of work, or on scheduled days off and when transportation is not otherwise provided
 - Federal Government standard rate per kilometre, or
 - Reimbursement of receipts e.g.: taxi fare.
- (b) Requests for reimbursement must be submitted to the Treasurer utilizing an expense claim form.
- (c) Two times annually, members occupying unpaid Executive Board positions will receive a one-hundred-dollar (\$100) token of appreciation
- (d) Once annually, members occupying unpaid Trustee positions will receive a one-hundred-dollar (\$100) token of appreciation
- (e) In addition to the above, stewards will receive a token no later than the last day of February of each year valued at ten dollars (\$10) for every Shop Steward Meeting attended in the previous calendar year to a maximum of one hundred and fifty dollars (\$150).

SECTION 16 – 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 1505 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 1505 will provide on-site childcare, if coordinated in advance with the Membership Officer, at all Local Union Membership Meetings. Where on-site childcare 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 1505 business shall be eligible for childcare, 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 17 – DELEGATES TO CONFERENCES, CONVENTIONS, EDUCATIONALS, AND COMMITTEES

- (a) All delegates to conventions, conferences, education sessions, or Committees shall be chosen by election at Membership Meetings or as otherwise mandated by these Bylaws.
- (b) A delegate responsible for reporting back to the Local Union membership shall be appointed by the President to report at the next Regular Membership Meeting.
- (c) All delegates attending conventions, conferences, education sessions or Committee responsibilities held outside of Fort McMurray shall have any commercial travel arranged by and paid for by the local upfront whenever possible. If the local is unable to do so, the member is to be reimbursed in the amount of the economy class rates plus any applicable fees and taxes.

Transit/taxi/Uber/Lyft or similar service will be reimbursed in full if deemed necessary to utilize for travel within the geographical area of the event if directly related to attending the event, and/or when preapproved by the Executive Board and deemed indirectly related to attending the event.

The Executive Board shall have the discretion to decide on the most economical or the mode of travel and the number of vehicles.

When a member utilizes their personal vehicle to travel out of town to a union function, they may claim the Revenue Canada standard rate per kilometre for each direction of travel.

In any situations where meals are not directly paid for by the local, members will receive a meal per diem as follows:

- Breakfast – \$18
- Lunch – \$26
- Dinner – \$40

Hotel and Accommodation will be arranged by and directly paid for by the Local whenever possible. If the local is unable to do so, the member is to be reimbursed to a maximum amount of two hundred dollars (\$200) per night plus any applicable taxes and fees.

Any additional expenditures may be reimbursed with prior approval of the Executive Board.

Alcohol expenditures will not be reimbursed.

The Local Union will reimburse the member's employer for any loss of wages and benefits.

- (d) Delegates to in person conventions, conferences, and education sessions held locally shall have no travel allowance.

In situations where meals are not provided and the event is scheduled to last more than three (3) hours but less than eight (8) hours, members will receive a meal per diem as follows:

- Lunch – \$20

In situations where meals are not provided and the event is scheduled to last more than eight (8) hours per day, members will receive a meal per diem as follows:

- Lunch – \$20
- Dinner – \$25

Any additional expenditures may be reimbursed with prior approval of the Executive Board.

The Local Union will reimburse the member's employer for any loss of wages and benefits.

Alcohol expenditures will not be reimbursed.

Virtual sessions will have no per diems.

- (e) Rural Delegates to events in Fort McMurray

Members travelling more than fifty (50) kilometres, who are required to attend a meeting in Fort McMurray shall be compensated mileage as per Local 1505 policy, where road transportation is the most economical method of travel.

Where travel by aircraft is required, the Local shall reimburse the cost of the airfare and any reasonable taxi fares. Prior arrangements for airfare with payment of costs directly by the Local to the air carrier should be made where practicable.

In any situations where meals are not directly paid for by the local, members will receive a meal per diem as follows:

- Breakfast – \$18
- Lunch – \$26
- Dinner – \$40

Hotel and Accommodation will be arranged by and directly paid for by the Local whenever possible. If the local is unable to do so, the member is to be reimbursed to a maximum amount of two hundred dollars (\$200) per night plus any applicable taxes and fees.

SECTION 18 – 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 Membership 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 (2) members of the Board may sit on any special committee as ex-officio members.

1. Bargaining Committee(s)

This will be a special committee established no less than four (4) months prior to the expiry of that Unit's Collective Agreements and is automatically disbanded when a new Collective Agreement is signed. The function of this committee is to:

- (a) prepare collective bargaining proposals;
- (b) negotiate a Collective Agreement.

The committee shall consist of members as indicated by the specific Collective Agreement and as determined by an election at a Unit Membership Meeting. 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.

The Bargaining Committee shall ensure proposals are presented to the Unit membership at a Unit Membership Meeting and ratified prior to bargaining. The committee shall ensure the Unit Membership has access to a copy of the proposed changes to the Collective Agreement seven (7) days prior to voting on ratification.

Any officer that is within their term between bargaining meetings commencing with the Employer and completion of ratification of the Collective Agreement, and is succeeded in an election, shall remain on the committee as a member, and at

the table if allowable by the Collective Agreement and respective employer until such time ratification is completed to ensure consistency and non-interruption of process.

(b) Permanent Committees

Permanent committees will have a term of two (2) years except where otherwise required by these Bylaws. 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 President and/or General Vice President shall be a member, ex-officio, of all committees except the Grievance and Bylaws Committee unless otherwise identified within these Bylaws.

The permanent committees shall be as follows:

1. Grievance Committee

This committee will:

- Oversee the handling of all local grievances.
- 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.
- The decision will be made by majority vote of the stewards in attendance.
- The Chairperson or any member of the Executive Board in attendance will not be voting members, except in the event of a tie vote, at which time the Chairperson may cast a vote to create a majority decision.
- If the decision is to not proceed, the grievor(s) may appeal the decision to the Executive Board.

The Grievance Committee shall consist of the Chief Shop Steward, who shall act as Chairperson, Lead Shop Steward and four (4) Shop Stewards elected in a Shop Steward Meeting.

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. Health, Safety and Benefits Committee

This committee will:

- Work to educate members on the importance of workplace health, safety and benefits.
- Prepare and present reports to the Regular Membership Meetings.

- Organize an April 28th Day of Mourning ceremony each year.
- Participate on the Joint Health and Safety Committees at their workplaces.
- Ensure that the worker representatives on the Joint Health and Safety Committees 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, psychological or social.

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

The committee shall consist of the Unit Vice President from each Unit. Members of the committee will appoint a Chairperson and Secretary from among its members.

3. Bylaw Committee

This Committee will:

- Review the Bylaws annually and make recommendations to the membership 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 CUPE National Constitution.
- Ensure 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 Bylaw Committee members will be the President as Chairperson, and three (3) members of the Executive Board as appointed by the Executive Board. Members of the committee shall appoint the committee's secretary

Amendments to the Bylaws shall be submitted to the National Representative assigned to the Local Union for review. There must be a minimum of fifty percent (50%) of the Bylaw Committee members in attendance at a Bylaw Committee Meeting to vote on amendments. Once an amendment is passed by the Bylaw Committee, it must be presented at the next Regular Membership Meeting for membership vote.

4. 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 other than that all social, cultural, and recreational events shall be self-supporting.

The committee members will consist of a chairperson and a minimum of three (3) members chosen by the membership. The committee shall appoint its Chairperson and Secretary from among its members.

5. Scholarship Committee

This committee will:

- Be established at a Regular Membership Meeting in March of each year.
- Be disbanded upon issuing of scholarships each year.
- Determine the topic for the essays as per Appendix F.
- Review and rate essays submitted.

The committee members will consist of the President as chairperson and a minimum of three (3) members chosen by the membership. The committee shall appoint its secretary from among its members.

The Chairperson will redact all names, contacts, and any other identifying information from the essays prior to distribution of the essays to the committee for review. The Chairperson must ensure eligibility criteria as per Appendix F.

The Chairperson shall not be involved in the review, or rating of essays submitted, but will oversee the process.

The Committee shall ensure the appointment of essays are conducted strictly in accordance with Appendix F

SECTION 19 – 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.
(Appendices B.11.1 and F)

SECTION 20 – 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 D. 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 D 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 21 – AMENDMENTS

(a) CUPE Constitution

These Bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it currently 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 8.2(c), 12.3 and Appendix B.5.1)

(b) Additional Bylaws

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

- (i) the amended or additional Bylaws do not conflict with the CUPE Constitution;
- (ii) the amended or additional Bylaws are approved by simple majority vote at a Regular Membership Meeting or at a Special Membership Meeting called for that purpose; and
- (iii) notice of the intention (Notice of Motion) to propose the amended or additional Bylaws was given at least seven (7) days before at a previous Membership Meeting or 60 days before in writing.

(Articles 12.3 and Appendix 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 ninety (90) days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Articles 12.3 and Appendix B.5.1)

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, language 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

ACKNOWLEDGEMENT OF INDIGENOUS TERRITORY

We acknowledge that we are on Treaty 8 territory, a traditional meeting grounds, gathering place and travelling route to the Cree, Dene, Dane-zaa (Beaver), and Métis. We acknowledge all the many First Nations, Metis, and Inuit whose footsteps have marked these lands for centuries.

APPENDIX C

CODE OF CONDUCT

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE 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.

CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination, and all types of bullying and intimidation. CUPE needs to ensure that it provides a safe environment for members, staff, and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding and cooperation will be the basis of all our interaction.

This Code of Conduct sets out standards for participants at national convention, conferences, schools, meetings, and any other union events organized by Local 1505. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings, and activities by other CUPE bodies. 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 CUPE members, staff, and elected officers, 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 comments 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 them 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. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offences.
4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff Collective Agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant Collective Agreement, should it exist, would be applicable.
5. For National events, if the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other events, the presiding officer shall receive a report on the matter.
7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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 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 under Appendix F of the CUPE National Constitution.

APPENDIX D

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 the 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 E

PERSONAL INFORMATION POLICY

This policy applies to CUPE Local 1505 and has been adopted pursuant to the *Personal Information Protection Act (PIPA)*, S.A. 2003, c. P-6.5.

1. CUPE Local 1505 has a Privacy Coordinator to look after the protection of information under *PIPA*. The Privacy Coordinator can be reached at:

Recording Officer
4E-380 MacKenzie Blvd
Fort McMurray Ab
780-791-3411
recordingofficer@cupe1505.ca
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 1505 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 1505 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 1505 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 1505 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 1505 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 1505 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 1505 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 for 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 1505 will make every reasonable effort to resolve any dispute without the need to involve the Privacy Commissioner under *PIPA*.

Adopted by CUPE Local 1505 on the 18 of May, 2022.

APPENDIX F

SCHOLARSHIPS

1) Number and Purpose

- a) Scholarships funded by the membership of Local 1505 are made as a memorial for a deceased member(s) of Local 1505.
- b) Where a member proposes that a scholarship be named after a deceased member of Local 1505, such proposal shall be presented at a monthly Executive Meeting for approval by the Executive. When an additional member is named as a memorial, the oldest named will be removed.
- c) No more than four (4) memorial scholarships be maintained by Local 1505.
- d) The value of each scholarship be \$1,000 per year, which may not be subdivided (awarded to more than one recipient) and no more than one scholarship may be awarded to the same person each year.
- e) The Executive will solicit volunteers from the membership to review scholarship submissions
- f) The reviewers' recommendations will be presented to the Executive for endorsement. The Membership Support Committee will announce the successful applicants at the next General Membership Meeting. The Communications Officer will publish the Scholarship recipients following the announcement and the names will be included on the next year's advertisement for scholarship.

2) Eligibility

Applications for the scholarship require that the student be:

- a member (including students) of Local 1505, their spouse, child, stepchild or grandchild; two (2) of the scholarships must be awarded to members of the Local and the other two (2) may be awarded to either members or family members as outlined.
- Be registered and accepted in a full-time College or University level program; and,
- Write an essay of at least 500 to 1000 words. Subject of essay to be determined each year.

3) Value:

The four scholarships are currently \$1,000 and paid by cheque to the individual recipients.

4) **Scholarship Award Process:**

Scholarships will be advertised by May 15th. Advertisement will indicate the manner in which the applications must be submitted.

Scholarship application deadline will be July 30th.

The President and/or General Vice President will determine eligibility and provide eligible essays with the personal information removed to the reviewers no later than August 15th. Essays will be labelled A to Z.

Reviewers will evaluate essays based on:

- Subject Matter
- Well-structured, cohesive, and understandable
- Spelling and grammar
- Plagiarism

Reviewers will indicate their preference in order, one (1) being the best and the remaining numbered accordingly. Tie-breaking will be done by the Membership Support Committee.

Reviewers will provide results to the President and General Vice President by August 30th.

Award is made on:

- (1) the recommendation of the Membership Support Committee, and
- (2) concurrence of the Executive.

Where too few applications are made, one or more scholarships may be individually withheld and the funds carried forward to the next year.

Scholarships will be awarded and paid by October 15th. A letter from the President will accompany each payment.

5) **Current Scholarships in Memory Of:**

- Della (Kerfont) McIsaac – Past President and Vice President – Passed away with cancer.
- Leeland Stone – RMWB Parks – Passed away suddenly in 2017.
- Myra Ross – Past Executive Member – passed away suddenly during Christmas in 2017.
- Joseph (Joe) McIsaac – Past Vice President – passed away in April 2024.

APPENDIX G

LONG SERVICE AWARDS AND NON-FINANCIAL PARTICIPATION INCENTIVES

Typical Service Awards:

On retirement of a member: Products carrying the CUPE Local 1505 logo valued at \$25 per year of service, up to \$450

Member Participation Incentives:

Examples:

- T-shirts or other clothing appropriately labelled, e.g., Safety Committee, Executive, Day of Mourning, etc.
- Leather like portfolio with stewarding information upon becoming a steward.
- Door Prizes – 1505 swag.