

CONSTITUTION
Of
Union of Calgary Co-operative
Employees
Revised and Enacted 13 September 2022

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ARTICLE 01: NAME

- 1 The unincorporated association of employees shall be named “Union of Calgary Co-operative Employees”¹ (the “Union”) for all purposes, including those arising under the *Labour Relations Code*, RSA 2000, c. L-1.²

ARTICLE 02: PURPOSES AND OBJECTS

- 2 The purposes and objectives of the Union are:
 - 2.1 To maintain its status as an unincorporated association under the common law of Alberta.
 - 2.2 To maintain its status as a “trade union” under the *Labour Relations Code*.
 - 2.3 To acquire and/or maintain certified or voluntarily recognized status as a collective bargaining agent for employees pursuant to the provisions of the *Labour Relations Code*.
 - 2.4 To act as a bargaining agent on behalf of employees in bargaining units represented by the Union, and to represent them with respect to their employer, including but not limited to the Calgary Co-operative Association Limited, their employer’s successors, affiliates or subsidiaries and/or associated entities, related employers and/or common employers (the “Employer”);
 - 2.5 To fulfill the obligations of a “trade union” and “bargaining agent” pursuant to the provisions of the *Labour Relations Code*, including but not limited to:
 - 2.5.1 collectively bargaining in good faith with the Employer on behalf of employees, and to make every reasonable effort to enter into new or renewal collective agreements incorporating fair terms and conditions of employment;
 - 2.5.2 To fairly represent employees referred to in Article 2.4 in relation to their rights under the applicable collective agreement; and without limiting the generality of the foregoing, to represent them in relation to any differences with respect to the interpretation, application or operation of the collective agreement, or with respect to a contravention or alleged contravention of the collective agreement.
 - 2.6 To encourage closer bonds and maximum cooperation in all matters of shared or mutual interest among Members of, and employees represented by, the Union;

¹ Union of Calgary Co-operative Employees was originally created on 28 March 1995, and became the successor of the “Calco Club.”

² Reference to specific legislation in this Constitution includes such legislation as amended from time to time, and successor legislation.

- 2.7 To encourage Members of the Union to participate in and support its governance and activities, including by attending meetings, voting, and standing for election (or accepting appointment) as Representatives;
- 2.8 To make best efforts to maintain the Modified Union Shop security provision in the existing Calgary Co-operative Association Limited collective agreement, and to make best efforts to negotiate a Union Shop security provision into new and renewal collective agreements;
- 2.9 To adhere to “representative democracy” organizational governance principles.

ARTICLE 03: DEFINITIONS

- 3 In this Constitution the following words and phrases have the meanings attributed to them:
 - 3.1 “Centre” means a specific Calgary Co-operative Association Limited store location, including the food store, and related gasbar, liquor store and cannabis store. The head office and stand-alone gasbars, liquor stores and cannabis stores are included in their geographically nearest Centre.
 - 3.2 “Centre Steward”³ means a Union representative elected or appointed to represent a specific Centre.
 - 3.3 “Constitution” shall mean this Constitution as amended from time to time, being the rules adopted by the membership of the Union governing its internal governance, management, and the conduct of its business.
 - 3.4 “Employees” shall mean employees of an Employer the Union is in a bargaining relationship with, in a bargaining unit that the Union represents as exclusive bargaining agent, whether they are Members in good standing of the Union or not.
 - 3.5 “Employees of the Union” shall mean individuals who are employed by the Union through written or unwritten individual contracts of service to perform services on behalf of the Union, including the Officers of the Union while they hold their elected or appointed office.
 - 3.6 “Employer” shall mean any “employer” as defined at common law or in labour relations legislation, including but not limited to the Calgary Co-operative Association Limited, the employer’s successors, affiliates or subsidiaries and/or associated entities, related employers and/or common employers.

³ The Centre Steward position was formerly named Shop Steward.

- 3.7 “Executive Board” shall mean the Officers of the Union comprising the offices of: President, Vice-President, Recording Secretary, Treasurer, and Chief Centres Steward.⁴ References to the Executive Board include its delegates.
- 3.8 “Member” or “Members” or “Membership” shall mean any employee(s) who is granted membership in the Union by whatever means, including but not limited to membership by application and membership initiation fee.
- 3.9 “Modified Union Shop” shall mean a collective agreement security provision under which non-Members who voluntarily become Members of the Union must thereafter maintain their membership in the Union in good standing as a condition of employment, and new employees must become Members of the Union as a condition of employment;
- 3.10 “Ordinary Resolution” shall mean a resolution passed by a simple majority of greater than fifty percent (50%) of the votes of those Members entitled to vote as are present at a meeting duly convened for such purpose, or as may have their vote otherwise received and counted pursuant to the provisions of this Constitution.
- 3.11 “Petitioners” means those Members, being at least ten percent (10%) of the Union Membership, who request of the Executive Board, in writing and signed, that the Executive Board call a Special General Meeting.
- 3.12 “Quorum” means the minimum number of Members or Officers of the Union necessary in order for the Union to validly conduct business.
- 3.13 “Rand Formula” means a collective agreement security provision under which employees in the bargaining unit are not required to become Members of the Union as a condition of employment, and those employees who elect not to join the Union must nonetheless pay a sum equivalent to union dues to the Union, subject to the *Labour Relations Code*.
- 3.14 “Policy” or “Policies” means the rules which govern procedures relating to the day-to-day operations and administration of the Union, which Policies may be created, amended, enforced and rescinded by the Executive Board. Policies must not be in conflict with the Constitution, and the Constitution is always paramount to Policies. Policies, and amendments thereto, must be communicated to the Membership.
- 3.15 “Representative” means a person elected or appointed to act within the Union organization, including but not limited to, the Officers, Centre Stewards, Returning Officer, Sergeant-at-Arms.
- 3.16 “Special Assessment” means a levy imposed on Members to meet extraordinary expenditures in any fiscal year.
- 3.17 “Special Resolution” shall mean a resolution passed by a majority of greater than seventy-five percent (75%) of those Members entitled to vote as are present at a meeting

⁴ The Office of Chief Centres Steward was formerly named Chief Shop Steward.

duly convened for such purpose or as may have their vote otherwise received and counted pursuant to the provisions of this Constitution.

3.18 “Special General Meeting” shall mean a meeting of the Members convened by the Executive Board other than a General Meeting or the Annual General Meeting.

3.19 “Union”: shall mean “Union of Calgary Co-operative Employees”.

3.20 “Union’s Office” shall mean the address designated by the Executive Board from time to time, at its discretion, and communicated to the membership, which is presently at: 420 – 35 Ave NE, Calgary, Alberta, T2E 2K7.

3.21 “Union Shop” shall mean a collective agreement security provision under which the Employer may hire workers who are not Union members, but which requires all employees to join the Union upon being hired and remain Union members in good standing as a condition of employment.

ARTICLE 04: MEMBERSHIP

4.1 Application for Membership shall be made in writing to the Union. The Application form shall contain a statement authorizing the Employer to deduct periodic union dues, assessments and initiation fees from members’ pay for remittance to the Treasurer and deposit into a Union bank account.

4.2 Applicants for Membership in the Union must pay on their own behalf a Membership initiation fee of not less than \$10.00. The Executive Board may set the initiation fee,⁵ and adjust the amount from time to time through the Policies. Members being recalled to work from layoff, or reinstated to employment by legal order or agreement, shall not be required to pay an initiation fee upon recall or reinstatement to active employment. Former members who are re-hired by an Employer must re-apply for Membership and pay another initiation fee.

4.3 With the approval of the Membership through an Ordinary Resolution, the Executive Board may set the amount of periodic union dues, and adjust the amount from time to time through the Policies. Periodic union dues may be expressed as a fixed dollar amount or as a percentage of the employment income of a Member for the purposes of calculation, collection and remittance by the Employer to the Union. No adjustment of the amount of such dues shall be made with retroactive effect. In setting or adjusting the amount of periodic union dues the Executive Board shall consider the prevailing financial requirements of the Union in meeting its statutory obligations and carrying out its business. Periodic union dues shall not be less than \$13.00 biweekly.

⁵ Initiation fees shall not exceed an amount equivalent to one month’s union dues.

- 4.4 Where the applicable collective agreement provides for a Modified Union Shop or Union Shop security provision, neither the Union, nor any person acting on behalf of the Union shall require the Employer to terminate the employment of an employee because the employee has been expelled or suspended from Membership in the Union for a reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all Members of the Union as a condition of acquiring or maintaining Membership in the Union.
- 4.5 If the Union enters into new bargaining relationships, it shall not agree to enter into a collective agreement covering the new bargaining unit unless it contains, at minimum, a Rand Formula union security and union dues check-off provisions, and it shall make the “request” for same citing *Labour Relations Code*, s 27(5). Notwithstanding this minimum requirement, the Union shall strive to attain Union Shop security provisions in every collective agreement to which it is a party.
- 4.6 Members in good standing shall:
- 4.6.1 Abide by this Constitution and Policies made under it, and act in the best interests of the Union;
 - 4.6.2 Pay assessments, periodic union dues, fines, and other monies owed to the Union pursuant to this Constitution within a reasonable time of such sums becoming owing;
 - 4.6.3 Refrain from crossing a lawful picket line of the Union established in relation to a labour dispute during a lawful strike or lockout to work for the Employer, or at all;
 - 4.6.4 Subject to the *Labour Relations Code*, refrain from crossing a lawful picket line of any union established in relation to a labour dispute during a lawful strike or lockout to do business with the striking/locked out employees’ employer, or at all;
 - 4.6.5 Refrain from encouraging by any means, or for any purposes, an employee to refrain from becoming or to cease to be a Member, Officer or Representative of the Union;
 - 4.6.6 Refrain from undermining bargaining agencies of the Union by any means;
 - 4.6.7 Refrain from disrupting the business of the Union, including Union meetings;
 - 4.6.8 Refrain from interfering with Representatives carrying out their duties on behalf of the Union;
 - 4.6.9 In the case of Representatives, carry out their duties on behalf of the Union, competently, diligently, and in good faith.

ARTICLE 05: MEMBERSHIP MEETINGS AND VOTING ON RESOLUTIONS OR RATIFICATIONS

- 5.1 Meetings of the Union shall consider Robert's Rules of Order, Newly Revised (most recent edition) as a reference and guide concerning questions of procedure.
- 5.2 At the discretion of the Executive Board, voting cast in person shall be by show of hands or by secret ballot. All voting done other than in-person, including by mail-in ballot, electronically or by any other reliable method set out in the Policies (which method shall address practicality, economy, and the right of all Members in good standing to vote) shall be by secret ballot. Proxy voting by Members shall not be permitted at any Union meeting or on any matter put to a vote of the Membership by any means.
- 5.3 Unless a matter expressly requires Membership resolutions to be passed by Special Resolution in this Constitution or in Policy, Membership resolutions may pass by Ordinary Resolution.
- 5.4 "General Meetings" of the Union will be held in each March, June and December on the dates, times and places designated by the Executive Board. Members shall be given at least ten (10) days notice of General Meetings by the posting of such Notice in conspicuous places within the premises of the Employer,⁶ or by any other means as determined by the Executive Board. General Meetings will provide a forum for open discussion and general concerns of the general Membership.
- 5.5 The "Annual General Meeting" of the Union shall be held each calendar year in September on the date, time and place designated by the Executive Board, but no later than 30 September. Members shall be given at least ten (10) days notice of Annual General Meetings by the posting of such Notice in conspicuous places within the premises of the Employer,⁷ or by any other means as determined by the Executive Board.
- 5.6 "Special General Meetings" of the Union may be called by the Executive Board at any time to deal with matters set forth in the Notice of such meeting. No business other than that set out in the Notice shall be dealt with at Special General Meetings. Members shall be given at least ten (10) days notice of Special General Meetings by the posting of such Notice in conspicuous places within the premises of the Employer,⁸ or by any other means as determined by the Executive Board.
- 5.7 The Quorum at General Meetings, Annual General Meetings, and Special General Meetings shall be 3 Officers and additionally 10 Members of the Union in good standing. If Quorum is not reached, the meeting shall not take place.
- 5.8 The Executive Board shall call a Special General Meeting upon receiving a request in writing signed by ten percent (10%) of the Union Membership (the "Petitioners"). The Special General Meeting shall be held within thirty (30) days of such request. At least fifty-one percent (51%) of the Petitioners must be present at the Special General Meeting to duly constitute such meeting for the valid conduct of business. In the event fifty-one

⁶ As permitted by the relevant collective agreement.

⁷ As permitted by the relevant collective agreement.

⁸ As permitted by the relevant collective agreement.

percent (51%) of the Petitioners are not present at such time as the meeting is called to order, the meeting shall not take place.

5.9 Notwithstanding anything in this Constitution to the contrary, any matter that the Members may vote on, including but not limited to elections and Constitutional Amendments, may be put to the Membership in person, by mail-in ballot, electronically or by any other reliable method set out in the Policies, which method shall address practicality, economy, and the right of all Members in good standing to vote at the discretion of the Executive Board. Procedures shall be set out in the Policies and shall provide for each Member to have the opportunity to vote, and shall if applicable provide time limits allowing sufficient time for the ballots to be mailed and returned. It is the responsibility of the individual Members to keep the Recording Secretary of the Union informed as to their current mailing address, email address, phone number, and other contact information.

5.10 Each Member in good standing shall be entitled to vote on any matter legitimately brought before the Membership pursuant to this Constitution, except that the President shall only cast tie-breaking votes.

5.11 Collective Agreement Ratification Votes

5.11.1 New and renewal collective agreement ratification votes will be arranged as required by the Executive Board.

5.11.2 Members in good standing may vote in collective agreement ratification votes.

5.11.3 Ratification will require a simple majority (fifty (50) percent plus one (1) vote), of eligible Members who cast ballots.

5.11.4 Results of collective agreement ratification votes will be communicated to the Membership and the applicable Employer as soon as reasonably practicable after the results are known.

5.11.5 Advanced voting may be made available, as determined each ratification by the Executive Board, prior to the date of the ratification vote. Members will be allowed to vote early at such polls if unable to vote in the regular manner for any reason.

5.11.6 Ratification votes may be conducted in-person, by mail-in ballot, electronically over the Internet, or in any other secure method, and by any combination of methods, as determined each ratification by the Executive Board.

5.11.7 The Executive Board shall ensure, regardless of voting method(s) implemented, that only eligible Members in good standing working in the applicable bargaining unit represented by the Union (the "Voting Unit") shall be able to cast ballots in collective agreement ratification votes.

- 5.11.8 The Executive Board shall ensure that ballots cast are counted securely and with integrity, within a reasonable time after the date of the ratification vote, and that the results are communicated to employees in the Voting Unit and to the Employer in an effective and timely manner.

ARTICLE 06: ELECTION OF REPRESENTATIVES, AND GENERAL VOTING

- 6.1 Procedures for nominations and elections (or appointment) of Officers and other Representatives shall be governed as set out in the Policies. Regular elections shall be held during the applicable Annual General Meeting.
- 6.2 Voting shall be conducted by secret ballot—in-person, by mail-in ballot, electronically, by combination of in-person and mail-in ballots, or by any other reliable method set out in the Policies, which method shall address practicality, economy, and the right of all Members in good standing to vote. Proxy voting shall not be permitted.
- 6.3 Candidates for election as Representatives must be Members in good standing of the Union. Individuals may not run for or hold more than one Representative position concurrently.
- 6.4 Except for Centre Stewards positions, and non-chair-level committee positions, Members accepting nomination for election (or appointment) to Representative positions must have the requisite training, education and experience to competently perform the duties of the position.
- 6.5 The Union shall provide training to elected and appointed Representatives to ensure that they are competent to perform their respective duties, and in support of progression and succession planning within the Union’s governance structure.
- 6.6 Representative positions shall be for 4-year terms.
- 6.7 Elections for the Offices of President and Recording Secretary shall be held in odd numbered years. The Sergeant-at-Arms Representative position shall be held in odd numbered years.
- 6.8 Elections for the Offices of Vice President, Treasurer, and Chief Centres Steward shall be held in even numbered years. The Returning Officer Representative position shall be held in even numbered years.
- 6.9 Elections for Representative positions other than those referenced in 6.7 & 6.8 need not be held in staggered years, but may be at the discretion of the Executive Board as reflected in Policy.

- 6.10 When a vacancy⁹ occurs on the Executive Board, however caused, and the unexpired term is six (6) months or less, the vacancy may, so long as a quorum of Officers remains in office, be filled by Executive Board appointment of an Officer from the Membership. When the unexpired term is more than six (6) months, or insufficient Officers remain in office to form a quorum, a by-election shall be held to fill the vacancy or vacancies. Any Member so elected or appointed shall hold office for the remainder of the unexpired term.
- 6.11 The procedures for the election of Representatives, including Officers, shall be set out in Policy.
- 6.12 No Officer of the Union shall hold more than one Office of the Union concurrently.
- 6.13 Each Centre shall have at least two (2) Centre Steward Representative positions. Members in good standing whose regular workplace is a specific Centre on the date of election shall be entitled to elect, or be elected as, that Centre's Centre Steward. Only Members in good standing whose regular workplace is a specific Centre shall be entitled to vote in the election of that Center's Centre Steward Representative positions.

ARTICLE 07: POWERS & OBLIGATIONS OF THE EXECUTIVE BOARD

- 7.1 The business of the Union shall be managed and controlled by the Executive Board, subject to this Constitution. Between Executive Board meetings, the President is empowered to direct the business of the Union. Without restricting the generality of the foregoing, the powers and obligations of the Executive Board include:
- 7.1.1 The power and obligation to conduct the financial affairs of the Union.
- 7.1.2 The power and obligation to prepare a negotiating position and to prepare for, and conduct, collective bargaining on behalf of the Members and the Employees it represents, as required from time to time.
- 7.1.3 The power and obligation to entertain complaints of the Members and the Employees it represents regarding work related issues, and to advance grievances on behalf of Members, where deemed appropriate by the Executive Board, through the grievance procedure set out or implied in the applicable Collective Agreement.

⁹ A vacancy occurs when an individual resigns or is removed from their Office pursuant to Article 13. Approved leaves of absence, including medical leaves of absence, do not create vacancies. If an Officer is anticipated to be on an approved leave of absence for greater than 4 weeks, the Executive Board may appoint a qualified individual to the Office on an interim basis pending the Officer's return to active employment.

- 7.1.4 The power and obligation to do any and all such things as may be necessary, incidental or conducive to the attainment of the purposes and objectives of the Union, including the power to lease office and meeting space for the Union.¹⁰
- 7.1.5 The power and obligation to represent Members in their dealing with the Employer, or in relation to the Collective Agreement(s), including the authority to determine, in good faith, whether any particular issue should be advanced through the grievance procedure up to and including arbitration.
- 7.1.6 The power to, or not to, create, direct and/or dissolve committees and to determine their composition, function and authority. Such authority shall include the right to create standing committees or *ad hoc* committees.
- 7.1.7 The power to expend monies of the Union in furtherance of the lawful purposes and objectives of the Union.
- 7.1.8 The power to engage or otherwise retain, or not to engage or otherwise retain, professionals, employees, consultants or contractors as may be necessary in attaining the Union's objectives and/or the management and control of the Union.
- 7.1.9 The power to, or not to, borrow, raise or secure the payment of monies in such manner as it thinks fit, and in particular may grant security interests in connection with such borrowing, raising or securing monies in furtherance of attaining the Union's objectives and/or the management and control of the Union.
- 7.1.10 The power, by Ordinary Resolution of the Executive Board and upon notice to the Members of its intention to do so, to impose a Special Assessment on Members to meet extraordinary expenditures in any fiscal year.
- 7.1.11 The Executive Board shall not enter into any first or renewal collective agreement that is not made subject to ratification by the Membership. No first or renewal collective agreement shall be effective unless/until ratified by the Membership. Collective Agreements shall be signed by the President and such Officers as may be specifically authorized to execute by the Executive Board.
- 7.1.12 The Executive Board may delegate powers to Representatives or Committees through resolution or Policy, and where so delegated, the delegee shall report to and take direction from the Executive Board. Delegations of powers by the Executive Board may be amended or rescinded through resolution or Policy.
- 7.1.13 The Executive Board shall set out the duties, obligations, and authorities of the Sergeant-at Arms, the Returning Officer, Centre Stewards, Standing and *ad hoc* committee members, and any other Representative in Policy.

¹⁰ The Executive Board is empowered to cause the Union to contract with U.C.C.E Land Holdings Inc., or any other landlord, at its discretion.

- 7.2 The Quorum at Executive Board meetings shall be 3 of 5 Officers, but shall always include the President or Vice President.
- 7.3 Subject to recusal due to conflict of interest, each Officer shall be entitled to vote on any matter validly brought before the Executive Board pursuant to this Constitution. In the event of a tie vote, the President's vote shall carry.
- 7.4 Scheduled meetings of the Executive Board shall generally be held monthly at a date and time designated by the Executive Board, or as called by the President. Executive Board meetings may be held in-person or by teleconference or other electronic means, or any combination thereof, at the discretion of the Executive Board.
- 7.5 The President or any two Officers may, on forty-eight (48) hours' notice if reasonable, call an unscheduled Executive Board Meeting at any time, specifying in writing the business to be introduced at the meeting. Once validly convened, the Executive Board may conduct any business of the Union at any unscheduled Executive Board Meeting.
- 7.6 Notwithstanding the foregoing, a resolution in writing, approved and signed by all the Executive Board Officers, shall be as valid and effective as if it had been passed at a duly constituted meeting of the Executive Board and shall be entered in the Minutes of the meetings of the Executive Board at the next scheduled or unscheduled Executive Board meeting.
- 7.7 At the discretion of the Executive Board, it may hold meetings, in whole or in part, "in camera", in which case the fact that it has gone in camera shall be noted in the Minutes.
- 7.8 The President:
- 7.8.1 shall be a member of the Executive Board;
- 7.8.2 shall be under the direction of the Executive Board;
- 7.8.3 shall be the chief executive and administrative officer of the Union;
- 7.8.4 shall be empowered to direct the business of the Union between Executive Board meetings;
- 7.8.5 shall be a member of all committees;
- 7.8.6 shall preside at all meetings (Membership and Executive Board) when present, or may appoint a presiding officer.
- 7.9 The Vice President:
- 7.9.1 shall be a member of the Executive Board;

- 7.9.2 shall be under the direction of the President and the Executive Board;
 - 7.9.3 shall assist the President in the discharge of the latter's duties as directed by the President, and in the absence of the President, shall act as chair of Membership meetings and meetings of the Executive Board, or may appoint a presiding officer;
 - 7.9.4 shall discharge the duties and exercise the powers of the President when the President is unable to do so for any reason;
 - 7.9.5 shall be a member of all committees;
 - 7.9.6 shall be directly responsible to the President for the proper and efficient functioning of all committees;
- 7.10 The Treasurer:
- 7.10.1 shall be a member of the Executive Board;
 - 7.10.2 shall be under the direction of the President and the Executive Board;
 - 7.10.3 shall receive all monies paid to the Union; and shall be responsible for the deposit of same into a Canadian chartered bank, credit union and/or other Canadian financial institution as determined by the Executive Board;
 - 7.10.4 shall properly account for the funds of the Union and keep such books as required for that purpose;
 - 7.10.5 shall present full detailed accounts of receipts and disbursements to the Executive Board whenever requested;
 - 7.10.6 shall keep all financial records in no other place than the Union Offices, except if in the custody of the Union's Accountant;
 - 7.10.7 shall ensure that the Union's audited or reviewed financial statement is presented yearly at the Annual General Meeting, and maintain a copy of the same in the records of the Union;
 - 7.10.8 shall, subject to the *Personal Information Protection Act*, S.A. 2003, c. P-6.5 ("PIPA"), ensure that the Union complies with its obligations under the *Labour Relations Code*, s 24.1, and the *Financial Disclosure Regulation*, AR 264/2021;
 - 7.10.9 shall be responsible for ensuring that the Executive Board is informed as to the Union's finances so they can be managed to provide for the future needs of the Union, and shall prepare annually and present to the Members at a General Meeting a budget proposal for the next ensuing year;

7.10.10 shall, with the other Officers, review the financial records of the Union quarterly. Any material irregularity or inconsistency found shall be reported to the Membership by way of a Special Meeting;

7.10.11 shall perform such duties as would reasonably be expected of the Treasurer of a private organization.

7.11 The Recording Secretary:

7.11.1 shall be a member of the Executive Board;

7.11.2 shall be under the direction of the President and the Executive Board;

7.11.3 shall attend, and keep a correct record of the Minutes of all Membership Meetings of the Union, and all meetings of the Executive Board, including records of attendance;

7.11.4 shall ensure that the Constitution, and any amendments thereto, are promptly filed with the Alberta Labour Relations Board;

7.11.5 shall ensure that the Constitution and Policies, and amendments thereto, are communicated to the Membership as soon as reasonably practicable;

7.11.6 shall ensure that copies of new and renewal collective agreements are promptly filed with the Director of Mediation Services upon their becoming effective;

7.11.7 shall ensure that copies of new and renewal collective agreements are communicated to the Membership as soon as reasonably practicable;

7.11.8 shall endeavor to maintain accurate lists of Members and non-Member Employees represented by the Union, including their contact information;

7.11.9 shall have custody of the Seal of the Union, which Seal, whenever used shall be authenticated by the signatures of the President and at least one other Officer;

7.11.10 shall have charge of all correspondence of the Union;

7.11.11 shall send out all notices of various meetings as required;

7.11.12 shall perform such duties as would reasonably be expected of the Secretary of a private organization.

7.12 The Chief Centres Steward

7.12.1 shall be a member of the Executive Board;

7.12.2 shall be under the direction of the President and the Executive Board;

- 7.12.3 shall supervise the Centre Stewards, and ensure that the Centre Stewards are trained to a minimum level of competence in grievance handling such that they are able to communicate effectively with Members and Employees that approach them with work-related problems, and contact the Chief Centres Steward if there are potential breaches of express or implied collective agreement terms evident.
- 7.12.4 shall generally act in conjunction with the Executive Board to ensure that the Union complies with its duty of fair representation of Members and Employees by:
- 1) Preserving the collective agreement dispute resolution (grievance) procedure by either filing a grievance, or obtaining the Employer's written agreement to extend the time limits to do so, within the applicable collective agreement timelines;
 - 2) Reasonably communicating with the grievor or potential grievor throughout the grievance process;
 - 3) Carrying out a fulsome investigation into the merits of the grievance or potential grievance (which may include obtaining a formal legal opinion);
 - 4) Making informed decisions as to whether timeline extended potential grievances should be filed, or grievances should be settled, withdrawn, or advanced to arbitral hearing;
 - 5) Informing the grievor or potential grievor, in writing, of the Union's decision.
- 7.13 Every Representative of the Union, and their heirs, executors, administrators and estate shall at all times be indemnified and saved harmless by the Union from and against all costs (including taxed costs and solicitor/client fees), charges, expenses, judgment and liabilities whatsoever, which such Representative may be found liable for as a result of any action, suit, claim or proceedings which is brought, commenced or prosecuted against such Representative for or in respect of any act, deed, or matter or thing whatsoever made, done, omitted, or permitted by the Representative with respect to the execution of the duties of their Office or position related thereto, and from and against all other costs, charges and expenses which the Representative may be found liable for in or about or in relation to their fulfilling their duties on behalf of the Union in good faith except insofar as they are caused by the Representative's own willful act or omission. This Indemnification Article is not applicable with respect to a Representative who is an Accused and/or Convicted under Article 13.

ARTICLE 08: SALARY, HONORARIA AND EXPENSES

- 8.1 Officers, whether elected or appointed, are concomitantly fulltime Employees of the Union commencing the day they take office. The Officer's employment is fixed-term, and generally expires upon the expiry of their Union office, or when they leave office for any reason. An Officer who is convicted of an offence under the Trials & Charges Procedure, and whose assessed penalty is removal from office in the Union is concomitantly terminated from employment by the Union with just cause effective the date they are removed from office.
- 8.1.1 An elected or appointed Officer whose underlaying inactive employment is terminated by their Employer may, subject to this Constitution, continue to hold their Union office and status an Employee of the Union for the remainder of their term in office.
- 8.1.2 An elected or appointed Officer charged under Article 13, and placed on a non-disciplinary administrative suspension of duties, and of employment with pay, under Article 13.3.4 has not had their employment as an Employee of the Union "constructively terminated" by the Union.
- 8.1.3 Officers other than the President shall be remunerated with a base salary equivalent to the highest salary rate set out in the Calgary Co-operative Association Limited Collective Agreement, from time to time, plus 2% per year of service to the Union to a maximum of 10%.
- 8.1.4 The President shall be remunerated with a base salary equivalent to the highest salary rate set out in the Calgary Co-operative Association Limited Collective Agreement, from time to time, plus 3% per year of service to the Union to a maximum of 15%.
- 8.1.5 The Union shall ensure that the Officers, as Employees of the Union, are covered to receive benefits substantially similar to those they would enjoy as active employees of their Employer but for having been elected or appointed as Officers and Employees of the Union.
- 8.2 Representatives may receive such honoraria as set out from time to time by the Executive Board in Policy.
- 8.3 Members may be paid for services performed for the Union when authorized by the Executive Board.
- 8.4 A Representative or Member may be reimbursed for reasonable expenses incurred on the Union's business, and such expenses shall be supported by receipts and submitted pursuant to the Policies.

ARTICLE 09: COMMITTEES

- 9.1 The Executive Board shall create a standing committee regarding contract negotiations (the “Negotiating Committee”), and may create from time to time such other standing or *ad hoc* committees as the Executive Board may determine necessary or advisable. All committees and their members shall be under the direction of the Executive Board.
- 9.2 The Executive Board shall set out the duties, obligations, and authorities of Committees and their members in Policy.

ARTICLE 10: CONFIDENTIAL MATTERS & PERSONAL INFORMATION

- 10.1 The Executive Board may determine that certain matters, documents and records must be kept confidential in the best interests of the Union and its Members, and such matters, documents and records, as so determined, shall not be made available for inspection by the general Membership or the public at large.
- 10.2 The Union is an “Organization” for the purposes of the *Personal Information Protection Act* (“PIPA”), as amended from time to time, and it shall only collect, use, and/or disclose personal information in accordance with PIPA. Communications between elected or appointed Representatives of the Union and the general Membership is a “disclosure” for the purposes of PIPA.
- 10.3 Representatives, while holding their positions, and in perpetuity thereafter, must maintain the confidentiality of confidential information collected and used by the Union in the course of its business, including the “personal information” of the Union’s Membership, the Employees of the Union, and non-Member employees in bargaining units represented by the Union. Representatives of the Union will be granted access to confidential information of the Union only on a need to know basis commensurate with the position held.

ARTICLE 11: FINANCIAL

- 11.1 The Executive Board is accountable to the Members for the financial affairs of the Union.
- 11.2 At each Annual General Meeting of the Union, the Executive Board as represented by the Treasurer, shall present to the Members for approval or amendment a budget setting forth the estimated receipts and expenditures of the Union for the forthcoming year. Upon approval, the Executive Board shall have the authority to expend the amount estimated for expenditure by the approval by the Members.
- 11.3 The Executive Board may cause the Union to expend beyond the approved Budget if necessary for the Union to fulfill its statutory obligations and carry out its business, or it

- may address budgetary shortfalls through other means such as a Special Assessment or borrowing.
- 11.4 All monies of the Union shall be deposited into a Canadian chartered bank, credit union and/or other Canadian financial institution as determined by the Executive Board.
- 11.5 The President, Vice President and Treasurer shall have online banking and cheque signing authority, and all cheques shall bear the signature of any two of the President, Vice President or Treasurer.
- 11.6 Deeds, transfers, licenses, contracts and/or legal instruments of any nature binding the Union shall be signed by the President and such Officers as may be specifically authorized to execute by the Executive Board.
- 11.7 All financial books of the Union shall be audited or reviewed annually by an accountant. The audited or reviewed financial statements shall be presented to the Membership at an Annual General or Special Meeting at a date not more than five (5) months after the end of the fiscal period.
- 11.8 The fiscal year of the Union shall be from May 1 to April 30 annually.
- 11.9 Pursuant to the Policies, and subject to PIPA, the audited or reviewed financial statements of the Union may be made available for inspection by the Members during the ordinary business hours of the Union at the Union's Office except during auditing or when the records are in the hands of the Union's accountants.

ARTICLE 12: POLICIES

- 12.1 The Executive Board shall have the authority to make, amend, and/or rescind Policies which govern the policies and procedures relating to the day-to-day operations and administration of the Union. The Policies are binding upon all Members.
- 12.2 Policies and amendments thereto shall be communicated to the Membership as soon as reasonably practicable. The fact of Policies being rescinded shall be communicated to the Membership as soon as reasonably practicable.

ARTICLE 13: CHARGES & TRIALS

- 13.1 Rules Concerning Charges
- 13.1.1 Subject to the other provisions of this process, any Member or Members in good standing (the "Complainant(s)") who considers that a Member (including an Officer or other Representative) has committed an offence amounting to a serious breach of this Constitution, including but not limited to their Objectives (the "Ground"), has shown a dereliction of duty, or has shown an inability to perform their duties, may make a "Charge" against the Member (the "Accused"). The Charge shall be submitted to the Executive Board in writing and shall contain the facts on which said

Charge is being laid and must be signed by the Complainant(s). The Executive Board may also lay a Charge against an Officer or other Representative in its own right by passage of a resolution by two thirds majority. A Charge may include more than one Ground.

- 13.1.2 A Member who has been found guilty of a Charge or Charges where a monetary penalty has been imposed, and who fails to pay it after having been given a reasonable time to do so, has committed a further offence and may be subsequently Charged and Tried.
- 13.1.3 No Charges made by Complainant(s) can proceed against an Accused unless it has been authorized by two thirds majority vote of the Executive Board.
- 13.1.4 No Charge may be made or authorized with respect to allegations that may form grounds for a complaint before a statutory administrative tribunal, including but not limited to: the Alberta Labour Relations Board, the Alberta Human Rights Commission/Tribunal, or the Office of the Information and Privacy Commissioner.
- 13.1.5 No Member shall be expelled or suspended, disciplined, or penalized in any form, for any reason other than a failure to pay the periodic union dues, assessments and initiation fees uniformly required to be paid by all Members of the Union as a condition of acquiring or retaining Membership in the Union, unless that person has been Charged and Convicted pursuant to Article 13.

13.2 Preliminary Assessment by Executive Board

- 13.2.1 The Executive Board, upon receipt of a Charge laid by Complainant(s), or if it verily believes that there are reasonable grounds to lay a Charge in its own right, must do at least one of the following within fourteen (14) calendar days:
 - 13.2.1.1 review the Charge and, if the Executive Board determines through a resolution passed by simple majority that the Charge is frivolous, wholly without merit, or cannot be reasonably substantiated or proven, dismiss the Charge without further investigation or hearing. For the purposes of making this determination, the Executive Board shall consider the Complainant(s)' obligation to prove, on a balance of probabilities, the allegations in the Charge;
 - 13.2.1.2 may delegate an Investigator to investigate the Charge within a reasonable time and who shall be supplied with:
 - 13.2.1.2.1 a copy of the Charge;
 - 13.2.1.2.2 a copy of this Trials & Charges Process;

13.2.1.2.3 contact information for the Complainant(s) and the Accused and known witnesses; and

13.2.1.2.4 any other relevant information or documentary evidence; or

13.2.1.3 advance the Charges to Trial.

13.2.2 Where the Executive Board has chosen to do an investigation under 13.2.1.2 above, then upon receipt of the Investigator's Report, the Executive Board shall make a decision, through a resolution passed by simple majority, to either dismiss the Charges or to advance the Charges to Trial.

13.2.3 A decision of the Executive Board to dismiss the Charges after Preliminary Assessment is final and binding.

13.3 Appointment of Trial Chair, Prosecuting Advocate, and Notice of the Trials & Charges Process

13.3.1 Should the Executive Board decide to advance the Charges to Trial, it shall:

13.3.1.1 appoint a third party, who is not a Member in the Union, to act as the "Trial Chair" to hold a hearing in procedural compliance with *Labour Relations Code, s 26*. Specifically, the Executive Board or its delegate shall ensure that the Accused is:

13.3.1.1.1 served personally or by double registered mail with specific Charges in writing;

13.3.1.1.2 given a reasonable time to prepare the person's defence, and is informed of any applicable timelines; and

13.3.1.1.3 advised that they shall be afforded a full and fair hearing, including the right to be represented by counsel (including legal counsel of their own choosing at their own expense); and

13.3.1.2 appoint a person to act as "Prosecuting Advocate", who will prosecute the Charges on behalf of the Union.

13.3.2 The appointed Trial Chair and Prosecuting Advocate shall be reasonably remunerated at the expense of the Union.

13.3.3 The appointed Trial Chair shall ensure that the Accused is afforded a full and fair hearing, including the right to be represented by counsel (including legal counsel of their own choosing at their own expense).

13.3.4 If an Accused is a Representative of the Union, the Executive Board may, through a resolution passed by simple majority, place the Accused on a non-disciplinary administrative suspension of duties (and of employment and with pay, if applicable) pending the outcome of the Trials & Charges Process. The decision to impose a non-disciplinary administrative suspension shall be made taking into account the nature of the alleged offence, and the best interests of the Union and its Membership.

13.4 Rules Concerning Proceedings Before the Trial Chair

13.4.1 On receipt of the Charge from the Executive Board, the appointed Trial Chair shall convene a hearing no later than four weeks after receipt of the Charge and shall email the notice of the hearing to the Executive Board, the Prosecuting Advocate and the Accused. The Prosecuting Advocate and the Accused shall be given not less than 10 days written notice of the date and place of the hearing.

13.4.2 The Trial Chair shall hear and determine the disposition of the Charge with impartiality and shall give the Accused and the Prosecuting Advocate the opportunity to present evidence and arguments.

13.4.3 The Trial Chair shall determine their own procedures and:

13.4.3.1 may accept oral or written evidence that it considers proper, whether admissible in a court of law or not;

13.4.3.2 is not bound by the law of evidence applicable to judicial proceedings;

13.4.3.3 shall follow the rules of natural justice and fair procedure in the conduct of its hearing;

13.4.3.4 shall allow witnesses to be called and cross-examined;

13.4.3.5 shall deliberate upon its decision in private, considering only the evidence and submissions raised during the hearing, to reach its decision;

13.4.3.6 shall decide whether the hearing is to be held in private;

13.4.3.7 shall decide where the hearing, in person or virtual, will be held;

13.4.3.8 may refuse any person who is not directly involved in the proceedings the right to attend the hearing;

13.4.3.9 may grant postponements and adjournments;

13.4.3.10 may ask questions of the Prosecuting Advocate, the Accused and witnesses;

13.4.3.11 may proceed in the absence of the Accused if they have been duly notified that the hearing was to be held and expressly or implicitly declined to participate; and

13.4.3.12 shall maintain order during the hearing.

13.4.4 Records obtained by any person through the Trial procedure shall be maintained confidential, and shall not be used for any purpose other than the Trial process.

13.4.5 Records obtained by any person through the Trial procedure shall be securely destroyed, or returned to their source, within a reasonable time after their use is necessary for proceedings including, and related to or arising out of, the Trial procedure.

13.5 Rights of the Accused

13.5.1 The Accused shall have the right, subject to the provisions of the *Labour Relations Code* and PIPA:

13.5.1.1 to be informed of the specific Charges and provided a full and complete copy of the Charge and amendments or additions thereto by personal service or double registered mail, and by email;

13.5.1.2 to know the identity of the Complainant(s);

13.5.1.3 to be provided with a copy of any Investigator's report;

13.5.1.4 to be provided with any additional documentary evidence gathered by the Investigator;

13.5.1.5 to call and cross-examine witnesses;

13.5.1.6 to be given a reasonable time to prepare their defense;

13.5.1.7 to be heard; and

13.5.1.8 to be represented by any person, including legal counsel, of their own choosing at their own expense.

13.6 Process

13.6.1 The appointed Prosecuting Advocate shall represent the interests of the Union in the Trial hearing. They shall present the evidence of the Charge at the hearing on behalf of the Executive Board or the Complainant(s) as the case may be, and shall make submissions at the hearing.

- 13.6.2 The Prosecuting Advocate shall provide pre-hearing disclosure of the case, and their written argument that will be presented on behalf of the Executive Board or the Complainant(s) as the case may be, to the Accused and to the Trial Chair by email at least 5 days prior to the hearing.
- 13.6.3 The Accused shall provide pre-hearing disclosure of their case, and their written argument, that will be presented on their behalf to the Prosecuting Advocate and to the Trial Chair by email at least 5 days prior to the hearing.
- 13.6.4 Each party, on receipt of the other party's disclosure, shall then be entitled to submit their reply arguments to each other and to the Trial Chair by email at least 2 days prior to the hearing.
- 13.6.5 The burden of proof shall be upon the Prosecuting Advocate, and the standard of proof shall be on the balance of probabilities. The hearing format shall be as follows:
- 13.6.5.1 the Prosecuting Advocate may make an opening statement;
 - 13.6.5.2 the Accused may make an opening statement;
 - 13.6.5.3 the Prosecuting Advocate presents their evidence;
 - 13.6.5.4 the Accused presents their evidence;
 - 13.6.5.5 the Prosecuting Advocate presents their rebuttal evidence, if any;
 - 13.6.5.6 the Prosecuting Advocate presents their argument;
 - 13.6.5.7 the Accused presents their argument;
 - 13.6.5.8 the Prosecuting Advocate presents their reply argument;
 - 13.6.5.9 the Accused presents their surrebuttal argument, if any.
- 13.6.6 The Trial Chair may ask questions throughout the hearing.

13.7 Decision of the Trial Chair & Disciplinary Penalty

- 13.7.1 The Trial Chair shall render a decision, in writing, explaining the rationale for their decision and will submit it by email to:
- 13.7.1.1 the Accused, and their legal counsel if any;
 - 13.7.1.2 the Complainant(s);
 - 13.7.1.3 and Prosecuting Advocate and their legal counsel if any; and
 - 13.7.1.4 the Executive Board.

within thirty (30) days after conclusion of the hearing.

13.7.2 The Trial Chair shall:

13.7.2.1 find the Accused not guilty of a Charge or the Charges; or

13.7.2.2 find the Accused guilty of a Charge or the Charges (thereafter the “Convicted”).

13.7.3 If the Trial Chair finds the Accused guilty of a Charge or Charges, the Executive Board, through a resolution passed by simple majority, shall render a disciplinary penalty or penalties, which shall be commensurate with the proven offense(s), and without limiting the generality of the foregoing may include:

13.7.3.1 Expulsion from the Union;

13.7.3.2 Suspension of Union Membership, which results in suspension of participatory rights as a Member in the Union, or some of them, for a specific duration. Such participatory rights include, but are not limited to:

13.7.3.2.1 attending membership meetings and other Union events;

13.7.3.2.2 voting on resolutions or other matters pertaining to the business of the Union;

13.7.3.2.3 standing for election to, or holding or continuing to hold, Representative status in the Union, including but not limited to an Officer, Sergeant-at Arms, Returning Officer, Centre Steward.

13.7.4 Suspension from Office of a specific duration without remuneration from the Union;

13.7.5 Removal from Office for a specific duration;

13.7.6 A monetary penalty.

13.7.7 An employee in a bargaining unit represented by the Union, whether or not a Member in good standing, shall not be deprived of the right to vote on matters pursuant to the *Labour Relations Code*, including but not limited to:

13.7.7.1 Vote on mediator’s recommendations (s 68);

13.7.7.2 Vote on offer (s 69);

13.7.7.3 Supervised strike vote (s 76);

13.7.7.4 Revocation of bargaining rights vote (s 53(3)).

13.7.8 The Trial Chair's guilty or not guilty decision, and the Executive Board's disciplinary penalty decision following a conviction, are final and binding.

ARTICLE 14: AMENDMENT OF CONSTITUTION

- 14.1 This Constitution may be amended by a "Special Resolution" of Members entitled to vote at any Annual General Meeting or Special General Meeting of which twenty-one (21) clear days written notice shall be provided. Such Notice shall contain the proposed changes, or indicate the manner in which the proposed changes if lengthy or complex, may be made available to the Members prior to the Meeting.
- 14.2 This Constitution is the supreme law of the Union, and any Policies or other subordinate document that is inconsistent with the provisions of this Constitution is, to the extent of the inconsistency, of no force or effect.

ARTICLE 15: WINDING-UP

- 15.1 In the event of the Union being disbanded or dissolved, the Union shall pay all outstanding debts and financial obligations. Thereafter, the Union's remaining property shall be dealt with as directed by the then Membership through Special Resolution.

ARTICLE 16: TRANSITIONAL

- 16.1 All individuals who held an Office or other Representative position at the time this Revised Constitution was Enacted on 13 September 2022 continue to hold those positions until elections are held in the normal course under this revised Constitution.
- 16.2 With respect to Policies required under this Constitution, the Executive Board has until 13 September 2023 to enact them. In the interim, the Executive Board is empowered to create such rules as are required by simple majority resolution.