



POLICY & PROCEDURE MANUAL

Civic Service Union 52

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This document summarizes motions passed at:

- a) Executive Board and General Meetings
- b) Union 52 Benevolent Society Executive Board and General Meetings

Together they form C.S.U. 52 policies and procedures.

This document will be updated from time to time as motions are passed that affect C.S.U. 52.

This document is organized by the following sections:

B – Business Agents

C – Committees

D – Discipline

E – Executive Board

G – General

O – Office

P – Protection of Personal Information Policy (P.I.P.A.)

R – Retirement

GEN: Sept. 7/10
EXEC: Jun. 8/10
GEN: Jun. 1/10
EXEC: Feb. 9/10
GEN: Mar. 2/10
EXEC: Nov. 10/09
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EXEC: Aug. 14/07
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GEN: Sept. 7/04
EXEC: March 1/03
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EXEC: Nov. 12/02

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BUSINESS AGENTS

B-1 *Reports*

(E)Feb.12/02 Progress reports for all active grievance cases must be presented to the
(G)Mar.5/02 Executive Board on a monthly basis, the first Friday of each month.
(E)Feb.11/92

(E)Sept.8/92 **B-1.1** All grievances be assigned a file number to replace Members names
(G)Oct.6/92 in the report to the Executive Board.

B-2 *Seniority Date*

(E)Sept.12/95 In matters pertaining to seniority, such as promotions, layoffs and vacation entitlement or scheduling, Member's seniority dates shall be available to potential grievors or their Union Representative. Such information shall be provided by the Business Agents.

B-3 *Waiving of Job Postings*

(E)Mar.14/06 When job postings are considered to be waived, the Business Agent shall
(G)Apr.4/06 contact the Shop Steward and/or Senior Shop Steward in the subject area for
(E)May13/03 input prior to approval, or copy the Contractual Unit Representative of that
(G)Jun.2/03 unit.
(E)Mar.11/03
(G)Apr.1/03
(E)Jan.8/02
(G)Mar.5/02

COMMITTEES

C-1 *Formation of New Committees*

(E)May 9/06
(G)Jun.6/06 Any member(s) who wish to form a new Committee (Executive Board Sub-Committee, Standing Committee or Ad Hoc Committee), should first present their proposal to the Executive Board for information.

C-2 *Committee Honorariums*

(E)Apr.10/07
(E)Nov.12/97
(G)Dec.2/97
(G)Dec.3/91 All Committees must submit minutes of their meetings to the Financial Administrator. Submissions shall include time, date, place, Members present and a summary of the business discussed. The minutes must be submitted monthly or as frequently as meetings occur. Failure to submit minutes shall result in Committee honoraria being withheld.

(E)Apr.10/07
(E)Feb.11/03
(G)Mar 4/03 **C-2.1** The Treasurer shall bring forward for approval honoraria and expenses for the Executive Board, Union 52 Benevolent Society and all other Committees and submit them for inclusion in the Annual Budget.

(E)Nov.10/09
(G)Feb.2/10 **C-2.2 *Honorariums Upon Resignation***

C-2.2.1 Honorariums shall be paid to Shop Stewards, Committee Members and Mailout Representatives who cease to be members of C.S.U. 52.

C-2.2.2 The member shall submit a written request to the Financial Administrator, within the fiscal year, that includes:

- a) Full name and payroll number
- b) Contact telephone number
- c) Mailing home address
- d) Position (s) previously held.

C-2.2.3 The Financial Administrator shall verify the member's attendance and calculate the honorarium due. The payment shall be made within thirty-one (31) calendar days of the written request.

C-3 *Social Committee*

(E)Apr.10/07
(E)Feb.12/02
(G)Mar.5/02
(E)Nov.12/97
(E)Feb.11/92 The Social Committee shall present a financial statement to the Treasurer and the General Membership within ninety (90) days of any social event.

C-4 *Negotiating Committee Wage Replacement*

(E)Jan.8/02
(G)Mar.5/02
(E)Nov.12/97
(E)Mar.9/93

Compensation for all Negotiating Committee Members shall be limited to wage replacement for regular hours of work. E.D.O. (Earned Day Off) shall be considered regular hours of work.

C-5 *Terms of Reference/Committee Forms & Policies*

(E)Mar.14/06
(G)Apr.4/06
(E)Nov.12/97
(E)Aug.5/86

All Committees shall have their approved “Terms of Reference” including budget, filed at the Union office. Changes to the Terms of Reference including any forms and policies of the Committees, shall be submitted to the Policy & Procedure Committee for review. The Policy & Procedure Committee shall forward the terms of reference, forms and policies to the Executive Board for approval.

C-6 *Meal Allowance*

(E)Jan.8/02
(G)Mar.5/02
(E)May13/97

Meals will not be provided for any daytime meeting of a half day or less. A meal may be provided for meetings commencing after regular working hours, provided the meeting lasts a minimum of two (2) hours.

C-7 *Meetings*

(E)Feb.11/03
(G)Mar.4/03
(G)Nov.7/89

Committee meetings shall not exceed twelve (12) per year. Meeting in excess shall require Executive Board approval except the Sergeant-at-Arms Committee.

C-8 *Committee Attendance*

(E)Jun.8/10
(G)Sep.7/10

All Standing Committee Chairs are required to submit their Committee members’ attendance to the Office Administrator by the last Wednesday of October.

C-9 *Recording Secretary for Negotiation Committees*

(E)Jun.8/10
(G)Sep.7/10

A Recording Secretary shall be provided by the Union to act as a scribe to record the proceedings at all joint Negotiation meetings.

C-10 *Negotiating Committee Guidelines*

To better prepare Negotiating Committees for the upcoming round of bargaining, C.S.U. 52 has prepared the following guidelines to assist the Committee Members in understanding roles and expectations.

THE ROLE OF INDIVIDUAL COMMITTEE MEMBERS

You have been elected by the Members of your Contractual Unit to serve as a Member of the Negotiating Committee in the upcoming round of bargaining. This is an important role and the responsibilities taken on by each individual Committee Members will directly contribute to C.S.U. 52's success at the table. You are not here to advance a personal agenda or deal with items that directly affect you. All Committee Members are here to represent the general Membership as a whole regardless of the impact any specific proposal may have on an individual. While needs of the Membership will be identified by the Committee and the Office Staff of C.S.U. 52 through research and questionnaires, it is the Committee that will decide the priority and importance of each item. At all times, these decisions must be made fairly and with careful thought given to the potential impact.

During the preparation stages and while negotiating with management, the decisions are made in a democratic fashion. It is important that all Members be given an opportunity to express their views and beliefs, that other Members respect these views and when a decision is reached there must be a united front supporting the Committee's decision. This confidentiality and support is critical, not only when dealing with management but also when communicating with the Membership. There is no better way to cause problems for the Committee and the ratification of any proposed settlement than to have Committee Members criticizing one another. The expectation is that all concerns be discussed and resolved as a group. Where this is not possible, the appropriate forum to resolve differences is through the Contractual Unit Representative, or the Executive Board where appropriate.

There are specific responsibilities each Committee Member will have to do research and complete assigned tasks for the purpose of preparation for the upcoming round of negotiating. The Office Staff assists where required, but as they are not charged with the responsibility of negotiating the agreement; it is the Negotiating Committees that do most of the preparation work. This work is shared by all Committee Members and will involve considerable commitment on your own time as well as time provided by the Union. The actual division of assignments may be determined by the Committee, however everyone will have to be sure to complete their tasks on time so that time spent in preparation will be productive.

There is an expectation that there will be work done on your own time. This time will not be compensated. During preparation the Committee will convene half days only and lunch will not be provided. There will be no overtime paid to you by C.S.U. 52, however if you are booked off by the

Union during work hours, your wages will be covered.

The Membership will be updated regularly to keep them informed about what is going on in negotiations. The Committee as a whole will decide what communication tool to use and they will approve all communications. Each individual Committee Member is expected to keep the details of negotiations confidential except as agreed and directed by the Committee.

THE ROLE OF THE CONTRACTUAL UNIT REPRESENTATIVE

The role of the Contractual Unit Representative is that of providing leadership and direction at the bargaining table. The Contractual Unit Representative is responsible for chairing the Committee and is vital in managing the process of negotiations. They manage the Committee, directly report to the Membership and are accountable to the Executive Board for the process of negotiations. The Contractual Unit Representative must approve all decisions regarding expenses made by the Committee. In the event of any disagreements between Committee Members, majority rules.

Only the Contractual Unit Representative can provide direction to the Chief Spokesperson and liaise with Office Staff. Individual Committee Members must direct all requests through the Contractual Unit Representative. The primary responsibility is as a representative of the Contractual Unit, however this is balanced with the responsibility to C.S.U. 52 as a whole in their role as an Executive Board Member.

The Contractual Unit Representative will direct the flow of negotiations and follow up on the assignment of responsibilities.

THE ROLE OF CHIEF SPOKESPERSON

During negotiations, there will be a Chief Spokesperson who will head up the negotiations. This role is also critical to the success of the negotiating process. They are the leader at the table retained to ensure that C.S.U. 52's interests and the interests of the Contractual Unit are met. The Chief Spokesperson provides advice and consults during preparation. They take direction from the Negotiating Committee through the Contractual Unit Representative about what is acceptable for the Membership in reaching an agreement. If at any time a disagreement arises regarding a tactic or proposal, this disagreement shall be taken before the Executive Board for resolution.

OFFICE STAFF

All front Office Staff and Business Agents are available to provide support and back-up during the preparation stage and at the table. All requests for assistance must come to the Staff through the Contractual Unit Representative only. If a request is outside the ordinary expectations around bargaining, any questions can be directed to the President. The Office Staff and the Chief Negotiator can assist in some clerical or background support, however preparatory work is done by the Contractual Unit.

EXECUTIVE BOARD

(E)Feb.11/03
(G)Mar.4/03
(E)May 13/03
(G)Jun.3/03

The Executive Board is involved in the review of proposals for exchange and prior to putting the Memorandum of Agreement before the Membership. Each Contractual Unit Representative is responsible for reporting to the Executive Board and the Membership on the status of negotiations. The Executive Board is charged with the final right to hear and decide disputes among Committee Members and elected Unit Representatives and/or the Chief Negotiator.

As a Member of a Negotiating Committee for C.S.U. 52, I read and understand the Negotiating Committee Guidelines as approved by Executive Board, September 14, 1999.

DISCIPLINE

D-1 *Discipline Policy*

(E)Nov.10/09
(G)Feb.2/10

I

PURPOSE

1. The purpose of this policy is to set out for the guidance of all members the general principles and procedures to be adhered to in the administration and operation of the discipline process.
2. Discipline procedures assist in ensuring that discipline matters are dealt with in a fair and consistent manner in accordance with the principles of natural justice and fairness.
3. Disciplinary proceedings should protect, to the extent reasonably possible, the confidentiality and dignity of all members involved in the process and should be conducted expeditiously, fairly and impartially.
4. The essential elements of procedures dealing with disciplinary matters are that such procedures be fair, that the basis for disciplinary action is clear, that the range of penalties that can be imposed is well defined and that appropriate appeal mechanisms are available.
5. Discipline procedures serve a dual purpose in that they inform members and provide a framework which enables members to have access to and be aware of the procedures whereby alleged contraventions of the Constitution and Bylaws will be addressed.
6. In the event of conflict between any provision of this policy and the Constitution or Bylaws of C.S.U. 52 then the provisions of the Constitution and Bylaws of C.S.U. 52 shall prevail.

II

NOTIFICATION

7. Any notification required by this policy to be given to any party or person involved in a discipline proceeding shall be delivered by priority post to the last known mailing address of such party or person. Receipt of such notification shall be deemed to have occurred seven (7) calendar days after mailing unless the contrary is established.

III

FILING AND SERVICE OF CHARGES

8. Disciplinary proceedings shall be initiated and conducted in accordance with the provisions of Article 7 of the Bylaws of C.S.U. 52 and in accordance with this policy.
9. The phrases “member bringing the charge” and/or “member charged” as used herein may include more than one member and more than a single charge. The word “charge” may include more than one charge.

10. As required by Article 7.01(b) of the C.S.U. 52 Bylaws, a member(s) bringing a charge shall deliver a written, dated and signed charge to the Chair of the Discipline Committee and shall provide the Chair of the Discipline Committee with her/his mailing address.
11. The Chair of the Discipline Committee or his or her designate shall forthwith arrange to serve a copy of the charge on the member charged.
12. Service of the charge may be by personal service or by sending a copy of the charge to the member charged by priority post.

IV REVIEW OF CHARGES

13. The Discipline Committee, within twenty-one (21) calendar days, shall review the charge to ensure that the charge complies with the requirements of Article 7.01(b) of the C.S.U. 52 Bylaws.
14. Where the Discipline Committee determines that the charge does not meet the requirements of Article 7.01(b) of the C.S.U. 52 Bylaws, the Chair of the Discipline Committee shall notify the member bringing the charge and the member charged that the charge has been rejected and of the reasons for rejection of the charge.
15. Where the Discipline Committee determines that the charge meets the requirements of Article 7.01(b) of the Bylaws, the Chair of the Discipline Committee shall so notify the member bringing the charge and the member charged.

V PRE-HEARING PROCEDURES

16. The Chair of the Discipline Committee shall ensure that the member charged, the member bringing the charge and the members of the Discipline Committee are provided not less than fourteen (14) calendar days written notice of the date, time and location of the discipline hearing together with a copy of this policy. Insofar as reasonably practicable, discipline hearings shall be scheduled and conducted outside of normal working hours.
17. There shall be no private communications between members of the Discipline Committee and any participant in the discipline proceedings concerning the charges being inquired into.
18. The Chair of the Discipline Committee shall make arrangements for such administrative assistance as may be required by the Discipline Committee and shall be responsible to maintain a record of the proceedings.
19. The Discipline Committee, where it so requires, may have the assistance of legal counsel.

VI CONDUCT OF THE DISCIPLINE HEARING

20. The Chair of the Discipline Committee shall ensure that all persons present for the Discipline Hearing, other than counsel representing the parties or witnesses, if any, are members of C.S.U. 52.
21. The Chair of the Discipline Committee shall call the proceedings to order and shall:
 - Introduce members of the Discipline Committee and counsel for the Committee, if any;
 - Introduce the member or members charged and counsel, if any;
 - Introduce the member or members bringing the charges and counsel, if any;
 - Introduce witnesses of the parties, if any.
22. The Chair of the Discipline Committee shall note for the Record that the requisite quorum of the Discipline Committee, being at least three (3) members, is present.
23. The Chair of the Discipline Committee shall inquire as to whether any objection on grounds of actual bias is taken to the participation of any member of the Discipline Committee present at the hearing. In the event that such objection is taken and the member concerned declines to withdraw from the proceedings, the reasons for the objection shall be stated for the Record and the Discipline Committee shall rule on the objection.
24. The Chair of the Discipline Committee shall confirm for the Record that the member charged has been provided a copy of the hearing notice, a copy of the charges and a copy of this policy and shall confirm the mailing address of the member charged.
25. The Chair of the Discipline Committee shall confirm that the member bringing the charge has been provided a copy of the hearing notice, a copy of the charge, a copy of this policy and shall confirm the mailing address of the member bringing the charge.
26. In the event that the member bringing the charge fails to attend the Discipline Hearing the Discipline Committee shall declare the charge dismissed.
27. The Discipline Hearing may proceed in the absence of the member charged provided that the member charged has been provided proper notice of the hearing.
28. The member bringing the charge bears the onus of proof.
29. The member charged may not be compelled to testify.
30. The member charged shall be provided with a fair opportunity to make full answer and defence.
31. The written charge shall be entered as an Exhibit to the proceedings. The Discipline Committee may rule upon and receive as Exhibits such other documents as it determines to be relevant.
32. The Discipline Committee, in its discretion, may exclude witnesses

- from the hearing room prior to their being called to give testimony.
33. The member bringing the charge shall have the opportunity to provide an opening statement outlining the position taken with respect to the charge.
 34. The member bringing the charge shall have the opportunity to present witnesses and provide evidence. Testimony of witnesses shall be on oath.
 35. The member charged may cross-examine witnesses called by the member bringing the charge.
 36. The member charged shall be given an opportunity to present an opening statement outlining the position taken with respect to the charge.
 37. The member charged shall have the right to call witnesses. Testimony of witnesses shall be on oath.
 38. In the event that the member charged elects to give evidence, the member charged may be cross-examined by the member bringing the charge, and may be questioned by members of the Discipline Committee.
 39. The member bringing the charge and the member charged shall be entitled to reexamine their own witnesses.
 40. The member bringing the charge and the member charged may request an opportunity to lead rebuttal evidence. Rebuttal evidence shall be restricted to new and unanticipated matters of fact which emerge during the course of the hearing process.
 41. Members of the Discipline Committee may, where reasonably necessary, question any witness called to give testimony.
 42. The member bringing the charge and the member charged shall each be provided an opportunity to present closing argument.
 43. The Discipline Committee shall meet and deliberate and shall provide its decision within fourteen (14) calendar days of the conclusion of the hearing, or within such further time as may be agreed by the parties.
 44. The decision of the majority of the Discipline Committee is the decision of the Discipline Committee but, if there is no majority, the decision of the Chair of the Discipline Committee governs and shall be the decision of the Discipline Committee and only those members of the Discipline Committee who attend the hearing may participate in the decision.
 45. The decision of the Discipline Committee shall be delivered by letter sent by priority post to the mailing addresses of the member charged and the member bringing the charge with a copy to the Recording Secretary of the Union.
 46. If the Discipline Committee determines that the charge has been proven, the Discipline Committee may impose such penalties as are

specified in Article 7.2 of the C.S.U. 52 Bylaws.

47. A reprimand will not affect membership status in C.S.U. 52. When membership is suspended, the member loses, for the duration of the suspension, all rights and privileges of membership, except that the member continues to be entitled to union representation in respect to matters arising out of the Collective Agreement and except that the member continues to be bound by the Constitution and Bylaws of the C.S.U. 52 and shall continue to pay dues. Subject to the member swearing the C.S.U. 52 oath and signing the C.S.U. 52 oath card membership is automatically reinstated following the expiry of the period of suspension.
48. In the event that the member suspended is an officer of the Union or a member of a Union Committee, the office or Committee position held by the member shall be vacated.

VII APPEAL TO THE GRIEVANCE APPEAL COMMITTEE

49. The member bringing the charge may appeal a decision dismissing the charges to the Grievance Appeal Committee.
50. The member charged may appeal a decision of the Discipline Committee to uphold the charge and/or any penalty imposed to the Grievance Appeal Committee.
51. The grounds of appeal must be stated in the Notice of Appeal and shall be limited to:
 - the decision of the Discipline Committee is unsupported by the evidence presented
 - a substantive failure of the Discipline Committee to comply with the requirements of fairness which may have impacted the decision reached
 - the penalty imposed is excessive or otherwise inappropriate
 - new and previously unavailable evidence to be tendered for consideration
52. In accordance with Article 7.03 of the C.S.U. 52 Bylaws, a written Notice of Appeal setting out the grounds and reasons for the Appeal and the nature of the remedy requested shall be delivered to the Chair of the Grievance Appeal Committee not more than fourteen (14) calendar days after the decision of the Discipline Committee is sent by priority post to the member bringing the charges and the member charged.
53. The Chair of the Grievance Appeal Committee shall, by letter sent by priority post to their respective mailing addresses, forward a copy of the Notice of Appeal together with a copy of this policy to all parties affected by the Appeal Proceedings.
54. The Chair of the Grievance Appeal Committee shall ensure that the record of the proceedings of the Discipline Committee is provided

to the members of the Grievance Appeal Committee and further shall ensure that copies of the record are provided to all parties affected by the Appeal Proceedings.

55. The record of the proceedings of the Discipline Committee shall include the charge commencing the proceedings, the notes of the Chair of the Discipline Committee or, where available, a transcript of the evidence received by the Discipline Committee, all Exhibits filed and the Decision and Reasons for Decision of the Discipline Committee.
56. The Chair of the Grievance Appeal Committee shall convene a hearing within thirty (30) calendar days of receiving the Notice of Appeal and shall provide at least fourteen (14) calendar day's notice of the hearing date to all parties affected by the appeal proceedings.
57. If it so requires, the Grievance Appeal Committee shall have the assistance of legal counsel.

VIII CONDUCT OF THE GRIEVANCE APPEAL COMMITTEE

58. The Chair of the Grievance Appeal Committee shall call the proceedings to order, shall introduce all persons in attendance and shall confirm for the record that all parties affected by the appeal proceedings have been provided proper notice of the hearing and shall confirm the presence of a quorum of the Grievance Appeal Committee.
59. The Chair of the Grievance Appeal Committee shall ensure that all persons present for the Grievance Appeal Committee hearing, other than counsel representing the parties or witnesses, if any, are members of C.S.U. 52.
60. An Appeal may proceed in the absence of a party other than the party bringing the appeal.
61. In the event that the party bringing the appeal fails to attend the hearing the Grievance Appeal Committee shall dismiss the appeal.
62. The party bringing the appeal bears the onus of persuasion.
63. The Grievance Appeal Committee shall permit each party affected by the appeal to present argument as to why the decision of the Discipline Committee should be upheld, be set aside in whole or in part or that the penalty, if any, imposed by the Discipline Committee be modified.
64. The Grievance Appeal Committee shall make its determination upon the basis of the record of the proceedings of the Discipline Committee except that the Grievance Appeal Committee may, in its discretion, receive new evidence not tendered at the original proceedings where the interests of justice so require, provided that the party seeking to introduce the new evidence establishes that

- such evidence could not, by the exercise of reasonable diligence, have been available at the original hearing and provided also that the nature of the evidence sought to be introduced is of sufficient probative value to justify its receipt.
65. In the event that the Grievance Appeal Committee exercises its discretion in favour of receiving new evidence, the new evidence shall be tendered by a witness. Opposing parties in the Appeal process shall have the opportunity to cross-examine and present rebuttal evidence in the same fashion as if the new evidence had been tendered at the original Discipline Committee hearing. Members of the Grievance Appeal Committee may question any witness called to present new evidence.
 66. The order of argument at the Grievance Appeal Committee shall be the party or parties bringing the appeal followed by the party or parties opposing the appeal.
 67. Upon the conclusion of argument the Grievance Appeal Committee, shall retire to deliberate upon its decision.
 68. The decision rendered by the Grievance Appeal Committee shall be based upon the record and shall take account new evidence received, if any, and the submissions made to it.
 69. A decision of a majority of members of the Grievance Appeal Committee is the decision of the Grievance Appeal Committee, but if there is no majority the decision of the Chair of the Grievance Appeal Committee governs and shall be the decision of the Grievance Appeal Committee.
 70. The decision of the Grievance Appeal Committee shall be rendered as soon as possible and, in any event, within fourteen (14) calendar days of the conclusion of the Grievance Appeal Committee hearing unless otherwise agreed by the parties.
 71. The Grievance Appeal Committee may uphold, reverse or amend the decision of the Discipline Committee, in whole or in part, and may modify the penalty imposed and impose such other penalty as may be permissible under the Constitution and Bylaws and as seems just and reasonable to the Grievance Appeal Committee in all the circumstances.
 72. The Grievance Appeal Committee shall render its decision in writing and shall send copies by priority post to all parties participating in the Appeal proceedings with a copy to the Recording Secretary of the Union.

IX APPEAL TO THE GENERAL MEMBERSHIP

73. The decision of the Grievance Appeal Committee may be appealed to the general membership.
74. Only the member charged may appeal the decision of the Grievance

- Appeal Committee to the general membership.
75. An appeal to the general membership shall be initiated by filing a Notice of Motion to overturn the decision of the Grievance Appeal Committee with the Executive Board within fourteen (14) calendar days of the date that the letter advising the member charged of the decision of the Grievance Appeal Committee is sent by priority post to the member charged.
 76. The Notice of Motion to overturn the decision of the Grievance Appeal Committee shall include a description of the grounds relied upon in support of the motion and of the arguments in support of the appeal.
 77. Consideration of a Notice of Motion to overturn the decision of the Grievance Appeal Committee requires one month prior notice be given to the membership. A copy of the motion to overturn shall be included with the Agenda for the General Membership Meeting at which the motion is to be considered.
 78. In accordance with the meeting Agenda circulated for the general membership meeting, the Chair shall call upon the member charged to move the Motion to Overturn the Decision of the Grievance Appeal Committee.
 79. Upon seconding of the motion the member charged shall be allowed not more than ten (10) minutes to present argument in support of the Motion to Overturn the Decision of the Grievance Appeal Committee.
 80. The Chair of the general membership meeting shall then call upon the Chair of the Grievance Appeal Committee to present the case against the Motion to Overturn the Decision of the Grievance Appeal Committee and shall be provided with not more than ten (10) minutes to do so.
 81. The meeting Chair will then open the Motion to debate by members in attendance. Members speaking to the motion shall commence their remarks by indicating whether they speak in favour of or against the Motion. The Motion shall be open for debate by the membership for a period of not more than twenty (20) minutes.
 82. The presentation of the member charged, the presentation of the Grievance Appeal Committee Chair and the debate on the motion shall be confined to the merits of the appeal and the merits of the Decision of the Grievance Appeal Committee. Comments upon personal character of any members unrelated to the merits of the Motion shall be ruled out of order.
 83. Speeches in support of or against the Motion shall be limited to not more than two (2) minutes and no member may speak more than once on the Motion. Unless there is time remaining and no other member has indicated a desire to speak.

84. Upon expiry of the time limited for debate or upon there being no further members wishing to participate in the debate, the question shall be put and a vote by secret ballot shall be held.
85. The decision of the Grievance Appeal Committee may be overturned by a two thirds majority of members present and voting in favour of overturning the decision of the Grievance Appeal Committee.
86. The results of the vote of the membership on the Motion to Overturn the Decision of the Grievance Appeal Committee shall be announced at the meeting and shall be recorded in the Meeting Minutes. The decision of the membership shall be final and binding.

D-2 Alternative Dispute Resolution Process

(E)Nov.10/09
(G)Feb.2/10

I STATEMENT OF PRINCIPLES

1. The membership recognizes that mutually effective relationships amongst members are best fostered by adherence to and observance of the following principles:
 - (a) members should recognize and respect each other's roles, interests and accountabilities within the union
 - (b) members should communicate with each other in ways that promote common understanding, effective problem solving and enhanced relationships
 - (c) members should work towards earning and sustaining mutual trust and goodwill
 - (d) members should use a collaborative approach to problem solving and decision making
 - (e) members should honour agreements reached between or amongst them
 - (f) members should give each other the benefit of the doubt.
2. The membership recognizes that an Alternative Dispute Resolution Policy can be a useful mechanism to encourage dialogue between members involved in a difference or dispute, can achieve equitable resolution of such differences or disputes and can contribute to harmonious and respectful relations amongst members.
3. The membership recognizes that the affairs of C.S.U. 52 are best conducted where responsibilities and rights are clearly established and understood.
4. The membership recognizes that an alternative Dispute Resolution Policy is a useful mechanism to have available for access by members in appropriate circumstances to clarify and resolve issues arising between members concerning their respective rights and responsibilities.
5. Except as an immediate party to the dispute resolution policy, no

Executive Board members should be involved in an Alternative Dispute Resolution policy.

II ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

1. The Executive Board shall designate two (2) Senior Shop Stewards to receive requests for ADR.
2. Any member having an internal dispute with another member may jointly with the other member request initiation of the ADR policy by contacting one of the two Senior Shop Stewards designated to receive such requests.
3. The Senior Shop Steward contacted will provide to the members requesting ADR a list of volunteers with experience as mediators from which the members may wish to select one acceptable to them both.
4. The members seeking ADR may agree to select any other person upon whom they mutually agree and who is prepared to serve in that capacity as a mediator and shall notify the Senior Shop Steward concerned of their selection of a mediator.
5. Within fourteen (14) calendar days of being selected to conduct ADR the mediator agreed upon shall contact the members concerned to initiate the mediation policy.
6. If the ADR policy satisfactorily resolves the dispute between the members, the Mediator will prepare a written agreement setting out the resolve to the dispute and the Resolution Agreement shall be signed by the members concerned and the Mediator.
7. Where either member participating in the mediation or the Mediator conducting the ADR policy concludes that mediation will not resolve the dispute, or if the dispute has not been resolved within three months, the ADR policy shall end.
8. If the dispute involves a matter which may be the subject matter of charges under Article 7 of the Bylaws then the member concerned may initiate the discipline policy.
9. The time intervening between the date of the request for initiation of the ADR policy and the date the ADR policy concludes shall not be counted in determining whether charges have been brought within the time period specified in Article 7.

EXECUTIVE BOARD

E-1 Policies and Procedures

(E)Feb.12/02
(G)Mar.5/02
(E)Nov.12/97
(E)Nov.10/92

All policies and procedures shall be presented to the Executive Board for approval. The Policy and Procedure Manual shall be updated annually and available to the Membership.

E-2 President's Salary

(E)Nov.12/97
(G)Dec.2/97
(E)Dec.8/92

The President's salary shall be paid at 5% over the top of Step "F" of a Business Agents rate.

E-3 Annual Budget & Expenditures

(E)Feb.11/03
(G)Mar.4/03
(E)Feb.12/02
(G)Mar.5/02
(E)Jan.12/93

A copy of the Annual Budget and Annual Expenditures to date shall be brought to each Executive Board Meeting and General Meeting by the Treasurer.

E-3.1 External Auditor

(E)Feb.11/03
(G)Mar.4/03

The external Auditor will present the yearly audit and a copy of the Management letter to the Executive Board prior to presentation to the General Membership.

E-4 Arrival and Departure of Executive Board Members

(E)Feb.12/02
(G)Mar.5/02

The Executive Board Meeting Minutes shall indicate arrival and departure times of Executive Board Members, and all absentees.

E-5 Monthly Expenditures

(E)Nov.10/92
(G)Dec.8/92

That all expenditures of the Union shall be broken down as follows:

Capital Expenditures:

- All capital expenditures shall have prior Executive Board approval.
- All capital expenditure exceeding two thousand dollars (\$2,000.00) shall have prior General Membership approval.

Non-Capital Expenditures

- (E)Feb.12/02
(G)Mar.5/02
- The President and the Treasurer shall have the right to approve non-capital expenditures of up to five hundred dollars (\$500.00) per month. The Executive Board shall be notified of the expenditures.
 - All non-capital expenditures exceeding five hundred dollars (\$500.00) per month shall have the Executive Board's approval.
 - Non-capital expenditures exceeding ten thousand dollars (\$10,000.00), excluding payments required by law, per month shall have prior General Membership approval.

E-6 Non-Capital Expenditures

Definition of financial areas covered under this area.

Required by Law:

1. Salaries – taxes, E.I., pension, income replacement, health coverage, bonds, insurance.
2. Utilities, land and building taxes
3. Transfer of funds to the Union 52 Benevolent Society and transfer of funds to C.S.U. 52.
4. Building – Emergency Services:
 - To accommodate any emergency (costs to be reported to the Membership) i.e., if the furnace broke down we would not wait for Membership approval to purchase an expensive replacement part or a new furnace especially in our climatic region.
5. Insurance building, bonding.

Operational: Equipment and maintenance services costs

- Union 52 Benevolent Society

Building: Maintenance and service costs

- Union 52 Benevolent Society

(E)Aug.12/86 **NOTE:** Items 4 & 5 are Union 52 Benevolent Society not C.S.U. 52.

E-7 Executive Board Meeting Motion Vote Recording

(E)Jan.8/02
(G)Mar.5/02
(E)Jun.8/93 During the voting on a motion in an Executive Board Meeting, the Presiding Officer shall name those Members voting in favor of the motion, against the motion and those abstaining. The Recording Secretary shall record in the minutes only the Members who oppose and/or abstain in the vote.

E-8 Parliamentarian

(E)Mar.11/03
(G)Apr.1/03
(E)Jul.14/98
(E)Jun.8/93 The selection and approval of a parliamentarian for C.S.U. 52 and Union 52 Benevolent Society General Meetings shall be made by Executive Board motion, annually at the November Executive Board Meeting.

(E)Feb.11/03
(G)Mar.4/03 **E-8.1** A copy of the General, Executive Board and Shop Steward minutes shall be sent to the Parliamentarian.

E-9 Bills and Cheques

(E)Feb.12/02
(G)Mar.5/02
(E)Nov.12/97
(E)Aug.10/93 At each Executive Board Meeting, the Treasurer shall provide upon request original invoices matching those described on the listing of cheques requiring approval.

E-10 Contracted Work

(E)Nov.12/97
(G)Dec.2/97 At least three (3) estimates are required for work contracted out by this Union. Whenever possible, unionized labour will be used. Holdback of 10% of the total bill shall be made until satisfactory completion of the job.

E-11 Payment of Bills

(E)Feb.12/02
(G)Mar.5/02
(E)Nov.12/97 Whenever possible, products and services contracted by this Union shall be paid for by cheque issued to the vendor. Cheques shall not be issued to individual Members.

E-12 Executive Board Sub-Committees

(E)Feb.12/02
(G)Mar.5/02
(E)Jul.14/98
(E)Nov.12/97 Executive Board Sub-Committees shall be formed at the December Executive Board Meeting.

E-13 Confidentiality

(E)Nov.12/97
(G)Dec.2/97 All discussions about Office Staff of C.S.U. 52 of a confidential nature shall be held *in camera*. These discussions shall remain confidential.

E-13.1 In Camera

(E)Jul.14/98
(G)Sept.1/98 Under the office report an agenda item “*in camera*” shall appear.

E-13.2 In Camera Policy

(E)Jun.10/03
(G)Sept.2/03 **WHAT DOES ‘IN CAMERA’ MEAN?**

The Union follows rules of common parliamentary procedure. The Bylaws not only lay out specific rules of order in Article 10, but also references *Bourinot’s Rules of Order* at 10.29 for any rules not addressed in the Bylaws. The Bylaws are silent regarding in camera discussions and their status. Further, there is no term in ‘parliamentary procedure’ for in camera. As far as the Rules of Order exist (and in this research I referenced a number of alternates (*Robert’s, Riddick’s, Sturgis* and *Demeter’s*)) there is no provision for ‘in camera’. There is however, reference to a ‘closed meeting’ which I will refer to later.

‘In camera’ is a Latin phrase meaning “in chambers”. Blacks Law Dictionary defines it as:

“in private’. A cause is said to be heard in camera either when the hearing is had before a judge in their private chambers or when all spectators (or unrelated or unaffected parties) are removed from the courtroom or hearing.”

An alternate legal text supports this definition.

“In camera is a specific legal term relating to a hearing or inspection of documents that takes place in private, often in a judge’s chambers. Depending on the circumstances, these can either be on or off the record. In camera hearings often take place concerning delicate evidentiary matters, to shield a jury from bias caused by certain matters, or to protect the privacy of the people involved and are common in cases of guardianship, adoption, custody and child abuse disputes.”

As a side note there is no such thing as ‘out of camera’ as in camera is a Latin term.

WHEN SHOULD ‘IN CAMERA’ BE USED?

The question is whether or not there is a commonly used and accepted definition that would apply in circumstances such as when and how the Union uses ‘in camera’. It is clear that the Union has the ability to establish appropriate rules of conduct in addition to Bourinot’s Rules of Order, provided they do not violate common rules of procedure. Further, these generally accepted Rules can not be inconsistent with a higher authority or create an exemption from the common law. Parliamentary procedure is used to assist organizations in running effective and fair meetings, it can not be used to shield participants from the consequences of statements made while ‘in camera’.

The practice of saying that certain comments are made ‘in camera’ has developed in the Union in order to protect individuals referred to in meetings. It has had the effect of ensuring that discussion can take place without reflecting the identity of the party in the minutes. At Executive Board meetings, this has been used to protect Staff Members when the Executive Board is dealing with personnel matters relating to their managerial function. This practice has developed over time. It is not in contravention of *Bourinot’s Rules*. This would be an appropriate use of the term as it has the effect of protecting the privacy of those involved until such time that it be appropriate to become public knowledge to the Membership or community as a whole. This is particularly true since the discussions may be in camera, but all decisions or motions are made while no longer in camera.

In camera should never be used at a General Membership meeting. Firstly, there is no legal protection for any comments made. Secondly, the Members should not be misled as to the effect of their comments. They are being made in a closed meeting already as the General Membership minutes are only shared or circulated to the Membership. There are some protections of privilege when dealing within a closed meeting, for example in Parliament, Members are protected from recourse for some comments made within the House that if they were made outside the House could be actionable. This is a

specific exemption and does not extend to the type of meeting held by the Union. There are some comments that could arguably be qualified privilege such as justified concern or criticism raised by the Membership about the Executive Board, elected officials or the Union as a whole. These comments must be considered 'fair' and not defamatory. More latitude may be granted if there are no alternative forums available for individuals to express concerns, such as the Grievance Appeal Committee, the Discipline Committee etc.

WHAT TYPE OF DISCIPLINE COULD/SHOULD BE IMPOSED TO AN INDIVIDUAL SHOULD THEY REPEAT SOMETHING OUTSIDE OF THE 'IN CAMERA' PRIVILEGE OR INDIVIDUALS THAT SAY THINGS WITH MALICIOUS INTENT WITHIN THE 'IN CAMERA' PRIVILEGE?

It is important to note that all comments made 'in camera' can be the subject of legal action. There is no protection or escape from the law of defamation for example. There are legal defenses to the action, however, the Union needs to be sure that they are not fostering an atmosphere of leading Members to believe that there will be protection for comments made while 'in camera'. Where a Member makes a comment in a closed meeting such as a Committee, General Membership or Shop Steward meeting, they must be accountable for those statements.

The test for defamation is whether statements were published or distributed, were defamatory and refer to the identity of the offended party. The facts are such that while the minutes are intended for the use of the Membership, they in fact are widely circulated and available for third party use and review. Further, comments made about a person or an organization at a meeting may have the effect of being false statements which discredit a person (or entity) and tend to either negatively affect their reputation, expose them to ridicule, contempt or hatred, injure their reputation or financial credit. This is not only applied to direct statements, but also to innuendo where it can be naturally drawn. Intention is irrelevant provided that the statements are capable of being obnoxious to the right-thinking public in general.

If defamation is made out, then the possible defences are: truth or justification; qualified privilege which can be defined as a false statement made in good faith and without malice on a matter of public interest or common concern; or fair comment which arises when the comment is of public interest, is an expression of opinion not fact and relies upon an underpinning of fact, honest belief and good faith. For either fair comment or qualified privilege to succeed there must be an absence of malice.

In libel actions an elected official of the Union and the Union itself is seen as important positions to be protected. They both are vulnerable to attack and

the reputation and character are critical to ensure the ongoing confidence and support of the Membership and influence in dealing with management.

As a result I believe that the Union has a responsibility to protect itself, its elected officials and its staff when it is defamed. This being said, bringing a lawsuit against a Union Member is not a step to be taken lightly and the alternative process should be to bring the Member before the Discipline Committee as per Bylaws Article 7 and the Terms of Reference. If the comments made are not protected and have the effect of defaming the Union as determined by the Committee, then the consequences could be any of those within the authority of the Discipline Committee.

As a rule any comments which have been made during a General Membership meeting have not been treated as confidential. If the comments or statements themselves are not objectionable, I believe that the speaker or Chair must indicate that a topic, discussion or motion is to be treated in a confidential manner. Then any repetition of this information outside the meeting would potentially give rise to a disciplinary action on the basis that it is a violation of the duties and responsibilities as stated on the Oath card as a Union Member. Otherwise if a member repeats something outside of the closed meeting there is little that can be done.

WHAT IS THE CHAIRMAN’S RESPONSIBILITY WHEN THE ASSEMBLY IS ‘IN CAMERA’?

The assembly should not be in camera, so what I will address is the Chair’s responsibility to assess whether or not any comments made during a closed meeting could be appropriately described as privileged or not. To determine this, the Chair must assess whether the remarks made affect the organization as a whole or the Member personally. If so, then it is their responsibility to determine whether they are protected as privileged or fair comment. If not, then the Chair must remind the Member of the consequences of proceeding or be directed to an alternate forum or venue if one exists like the Complaints or Discipline Committees.

If the Member at the meeting appeals this decision or ruling then a decision must be rendered at the meeting before proceeding. The test applied by the Chair should mirror the legal test as laid out above. Further detail on privilege and fair comment can be provided to assist Chairs where that is required.

The Chair may also direct or refer the matter for discipline either by the assembly as a whole or the sub-committee charged under the Bylaws to deal with matters such as this.

(E)Aug.10/04
(G)Sept.7/04

POSSIBLE RECOMMENDATIONS FOR INCLUSION TO ALL COMMITTEES?

I do not believe any committee (except the Executive Board for personnel matters described above) should utilize the ‘in camera terminology’. It is not appropriate in a closed meeting and is not the correct terminology in parliamentary procedure. For the purposes of a non-recorded more informal discussion during any meeting, the Committees should instead use the ‘Committee of the Whole’ option. By stating that a discussion will take place during a meeting as a ‘Committee of the Whole’ it is less structured and allows for more free and open debate without notes being taken. It allows for a discussion without decision. In the event that a decision is necessary then, similar to the Executive Board, the body would then back out to make a motion and vote so that it is recorded. The rules of procedure still apply. I have discussed this option with Lanny Coulson, the Parliamentarian and he would be pleased to discuss this with you further as it is an option available to you currently (in fact he advises that you have used it at General Membership meetings in the past).

An in camera policy written by Mia Norrie, General Counsel, dated October 19, 2001.

E-14 Executive Board Agenda

(E)Feb.12/02
(G)Mar.5/02
(E)Nov.12/97

Items for discussion at the monthly Executive Board Meeting shall be forwarded to the Executive Board Members for advance perusal one (1) week prior to the meeting.

E-14.1 Changes to the Agenda

(E)Apr.8/03
(G)May 6/03

Changes to the C.S.U. 52 and Union 52 Benevolent Society existing agendas can be forwarded to the Recording Secretary up to five (5) days before the Executive Board meeting.

E-15 Statement of Expenses

(E)Feb.12/02
(G)Mar.5/02
(G)Nov.2/93

The Treasurer shall make note on the statement of income and expenses for any overages in the expenditures exceeding five-hundred dollars (\$500.00). An explanation will be provided with the report.

E-16 Executive Board Meetings

(E)May 8/07
(G)Jun.4/07
(E)Jan.8/02
(G)Mar.5/02
(E)Jun.12/90

Executive Board meetings shall be held on the second (2nd) Tuesday of the month starting at 5:30 p.m. Should the meeting be anticipated to go beyond 8:00 p.m. the Presiding Officer shall call upon the Executive Board for approval to continue.

(E)Feb.11/03
(G)Mar.4/03 **E-16.1** The penalty for not notifying the Presiding Officer of absence from an Executive Board meeting shall be a fifty dollar (\$50.00) deduction from their honorarium cheques.

E-17 *Vice Presidents Involvement in the Union Office Staff Meeting*

(E)Aug.10/04
(G)Sept.7/04 The First and Second Vice Presidents attend one (1) Union Office Staff meeting a month and spend an hour with the President after the meeting to discuss various Union issues.

E-18 *First Vice President to Review Office Staff Evaluations*

(E)Aug.10/04
(G)Sept.7/04 The First Vice President will meet with the President twice a year or as often as needed to review the Office Staff yearly evaluations.

E-19 *Standing Committee Training*

(E)Aug.10/04
(G)Sept.7/04 It is the responsibility of the Executive Board to educate and train all Standing Committees of their roles and responsibilities.

E-20 *Executive Board Planning Seminar*

(E)Apr.10/07
(G)May 1/07
(G) Sept.7/04 There will be one (1) Special Executive Board Meeting every year.

E-21 *Attending Social Functions*

(E)May 8/07
(G)Jun.4/07 Where Executive Board attendance is requested, the attendance will be allocated on an alphabetical rotational basis by family name.

GENERAL

G-1 ***Trustee Reports***

(E)Nov.12/97
(G)Dec.2/97
(E)Aug.13/96
(G)Mar.6/90

The monthly Trustee report shall be a written, quantitative account of all financial transactions and contain an itemized list of all transactions over fifty dollars (\$50.00). This account shall be available to the Members with the General Meeting or Executive Board minutes.

G-2 ***Bulletins***

(E)Jul. 14/98
(G)Sept.1/98
(E)Nov.12/97
(G)Mar.3/92

Bulletins going out to the General Membership must be approved by the Executive Board. If timelines can not be achieved, the approval by the President is required.

G-3 ***Dues Collection***

(E)Feb.14/06
(G)Mar.7/06
(E)Jan.8/02
(G)Mar.5/02
(E)Jul.14/98
(E)Nov.12/97
(E)Oct.12/93

In order to maintain seniority standing in C.S.U. 52, all Members are required to pay C.S.U. 52 Union fund dues. Members who are on leave must pre-pay dues for the duration of that leave. Members filling temporary out-of-scope positions shall continue to pay C.S.U. 52 dues.

G-4 ***Wage Replacement Claims***

(E)Jan.8/02
(G)Mar.5/02
(E)Dec.10/96

Claims for wage replacement must have the prior approval of the President. Claims not approved by the Union will not be honoured.

(E)Feb.14/06
(G)Mar.7/06

Wage replacement shall be limited to regular hours of work. E.D.O. (Earned Day Off) shall be considered regular hours of work.

G-5 ***Car Allowance***

(E)Jan.8/02
(G)Mar.5/02
(E)Nov.12/97

When C.S.U. 52 Members are required to use their vehicles for Union business, they shall be eligible to claim mileage at the rate set in accordance with the City of Edmonton Policy.

G-6 ***Sale of Material Bearing C.S.U. 52 Logo***

(E)Jun.8/93
(G)Sept.7/93

All items offered for sale to C.S.U. 52 Members will be priced on a cost plus basis (invoice cost plus 10%).

G-7 ***Cleanup of Union Literature***

(E)Jun.10/03
(G)Sept.2/03
(E)Jan8/02
(G)Mar.5/02

The Chairperson of each Union meeting shall be responsible for removing all excess Union literature and materials from the meeting hall.

G-8 Parking

(E)Mar.11/03
(G)Apr.1/03 Executive Board Members and Committee Members who meet after hours at the Union office and who bring their vehicles to work shall be reimbursed for daytime parking. Receipts must be provided if temperatures are minus twenty (-20) degrees Celsius or colder.

G-9 Tapes of Meeting(s)

(E)Apr.13/04
(G)May 4/04 Upon written request to the Union, a Member shall listen to the tapes requested in the presence of at least one (1) Executive Board Member. The tapes shall not be removed from the Union office building.

G-10 Members Attending Union Meetings

(E)Apr.10/07
(G)May 4/04 All card carrying Members can attend all Union meetings, with the exception of the Discipline, Complaints and Grievance Appeal Committee meetings, as they deal with confidential material.

G-11 Floral Arrangements/Fruit Baskets/Donations

(E)Jul.14/98
(E)Nov.12/97 C.S.U. 52 sends floral arrangements or fruit baskets to our C.S.U. 52 members for the following:

- Birth/Adoption
 - C.S.U. 52 member or Spouse/Partner
- Illness
 - C.S.U. 52 member who has been off work two (2) weeks or more or hospitalized for major surgery
- Death
 - C.S.U. 52 member's spouse/partner
 - C.S.U. 52 member's parents
 - C.S.U. 52 member's children
 - C.S.U. 52 member's siblings (brother/sister)
 - C.S.U. 52 member's mother-in-law/father-in-law
 - C.S.U. 52 member's grandparents

Death of a C.S.U. 52 member is sent to the family

(E)Dec.13/05
(G)Jan.4/06 A donation may be made in lieu of floral or fruit baskets to a registered charitable organization in the event of a death.

(E)Dec.13/05
(G)Jan.4/06 **G-11.1** Discretion will be given to the President for approval other than the above mentioned.

G-12 Signing of Committee Cheques

(E)Feb.9/10
(G)Mar.2/10 When a letter is sent, accompanied by a cheque, that the letter be signed by the Chair of the Committee concerned and the President of C.S.U. 52 or designate.

G-13 ***Correspondence Policy***

(E) May 11/10
(G) Jun. 1/10

All correspondence to be presented at Union Meetings should be given to the Chair in advance of the meeting for review. The Chair will then make a decision to have the correspondence read at the Meeting and/or included in the minutes.

If there are any questions or discrepancies regarding the contents of the correspondence, then the correspondence will either be referred to the Executive Board for their perusal and action or be deferred to the following meeting, whichever is appropriate.

Correspondence shall always be signed.

Correspondence that is of a general benefit to the General Membership could be read and attached to the minutes for circulation.

OFFICE

O-1 Computer Software

(E)Jun.10/03
(G)Sept.2/03
(E)Oct.12/93 All original copies of computer software purchased, leased or used by C.S.U. 52 must be stored in a fireproof location as the Executive Board directs.

O-2 Temporary Staff

(E)Mar.11/03
(G)Apr.1/03
(E)Aug.10/93 Whenever possible, C.S.U. 52 shall employ Members from its Contractual Units for the purposes of staff relief, temporary positions and assistance in its operations.

O-3 Files

(E)Jun.10/03
(G)Sept.2/03
(E)Oct.12/93 The removal and/or destruction of any files or documents pertaining to the business and operation of C.S.U. 52 must have the prior approval of the Executive Board.

O-3.1 Shredding Documents

E)Feb.12/02
(G)Mar.5/02
(E)Aug.10/93 Documents no longer required shall be shredded prior to disposal.

O-4 Education Compensation for C.S.U. 52 Staff and Contract Workers

(E)Jun.10/03
(G)Sept.2/03
(E)Oct.12/93 Compensation for education or training shall be approved by the Executive Board, in so far as the office training budget allows and in accordance with the following:

- The course must be directly relevant to the current C.S.U. 52/United Steelworkers position held.
 - 50% of the course fee shall be paid upon successful completion.
 - Approval for compensation for any such course be granted prior to commencement of the course.
- (E)May 8/07
(G)Jun.4/07

O-5 Employee Discipline & Suspension

(E)Jun.10/03
(G)Sept.2/03
(E)Nov.12/97
(E)Feb.13/96 The President shall have the authority to apply warranted discipline, up to and including suspension, upon Union Office Staff. Discipline incidences shall be reported in camera to the Executive Board through the President's Office Report.

O-6 Employee Termination

(E)Jun.10/03
(G)Sept.2/03 Termination must be ratified by the Executive Board at a special Executive Board meeting. This special meeting must be held at a time convenient to the majority of the Board Members. A simple majority would be required.

O-7 C.S.U. 52 Office Safety

(E)Aug.14/07
(G)Sept.4/07
(E)Feb.12/02
(G)Mar.5/02
(E)Jul.13/93 The Building Committee of Union 52 Benevolent Society shall be responsible for safety and emergency procedures at the C.S.U. 52 building. The Building Committee shall be responsible for:

1. ensuring that emergency lighting and smoke detectors are in working order
2. evacuation routes are posted
3. fire drills to be held twice a year
4. the work place is free of hazards

O-8 Petty Cash

(E)Feb.12/02
(G)Mar.5/02 Petty cash expenditures shall be limited to two hundred dollars (\$200.00) per time for meals and fifty dollars (\$50.00) maximum for other expenditures.

O-9 Information Sent to Membership

(E)Jan.8/02
(G)Mar.5/02 Information sent to the Executive Board, Shop Stewards, and Mailout Representatives shall be packaged as one (1) mailout whenever possible.

O-10 Invitation Guest List

(E)Apr.13/10
(G)May 4/10
(E)Aug.14/07
(G)Sept.4/07
(E)May 8/07
(G)Jun.4/07
(E)Jun.10/03
(G)Sept.2/03
(E)Feb.11/03
(G)Mar.4/03
(E)Jan.8/02
(G)Mar.5/02 Two (2) months prior to any C.S.U. 52 social function, the Executive Board shall be provided with a list of recommended guests for approval. The list should be organized by Contractual Units' affiliation, department and position. Any guests not attached to any Contractual Unit will be in a different section.

Special circumstances may be approved by the President.

O-11 Office Information

(E)Nov.10/09
(G)Feb.2/10 Copying and/or removal of Union Information from the Union office requires approval. Written approval must be obtained from the President, or in his absence, his alternate.

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Approved: Exec Mtg. – June 8/10
Approved: Gen. Mtg. – September 7/10

O-12 ***Leaving the Employ of C.S.U. 52***

(E)May 11/10 To give \$10.00 (ten dollars) per year of service to Union Office staff leaving the
(G)Jun.1/10 employ of C.S.U. 52.

SECTION P

C.S.U. 52

PROTECTION OF PERSONAL INFORMATION POLICY

**Information for C.S.U. 52 to protect the confidentiality of the
personal information of its members**

P-1 General Principles

The C.S.U. 52 (“C.S.U. 52”) is the certified bargaining agent for employees employed by the City of Edmonton, the Edmonton Public Library, TELUS World of Science - Edmonton, EPCOR, and Capital Power Corporation. C.S.U. 52 is committed to representing their Members to the best of their ability. This representation includes a commitment to protecting the confidentiality of personal information of its Members.

C.S.U. 52 is also subject to the legal duty to represent its Members. In order to fully and properly represent employees, C.S.U. 52 will be required to obtain, use and disclose personal information as it may relate to the representation of an employee or of the bargaining unit. However, all such collection, use and disclosure of personal information shall only be for the purposes of representing the union and its Members and for the administration of C.S.U. 52.

C.S.U. 52 is committed to complying with the provisions of the CSA Model Code for Protection of Personal Information insofar as they are compatible with trade union principles, representation rights and duties, and Collective Agreement administration. The CSA Model Code is attached to this policy for information purposes as Article P-21.

P-2 Collection of Personal Information

1. Personal information with respect to employees and job applicants will be collected from employers with whom C.S.U. 52 has an actual or prospective bargaining relationship. Such personal information will be collected only insofar as that information is necessary for the establishment, management and termination of the employment relationship, for the administration of the Collective Agreement, for collective bargaining, for the administration of benefit and pension plans and for administrative purposes of C.S.U. 52.
2. Personal information may be collected from the employees in a bargaining unit and from Union Members. Such information shall relate to the establishment, management and termination of the employment relationship, for the administration of the Collective Agreement, for collective bargaining and for administrative purposes of C.S.U. 52.
3. Personal information may also be collected from individual employees and Union Members who wish to have the Union represent them with respect to issues or disputes involving the employment relationship. An employee or Union Member is deemed to consent to collection of any information that they personally provide to C.S.U. 52 and are deemed to consent to the collection of additional information, as may be necessary for proper representation, from other employees and the employer. If it is necessary to collect information from a third party, C.S.U. 52 will obtain specific consent in a form contained in Article P-9, Appendix A.
4. Personal information is also collected from the employers, certain third parties such as Workers Compensation and Insurance Companies, and from affected employees with respect to health benefits and health related matters. C.S.U. 52 recognizes the importance of safeguarding the confidentiality of medical information and will obtain written consents from the affected employees and Members prior to collection of information from any party.
5. In compliance with the spirit of privacy protection, C.S.U. 52 shall provide notice to its Members that it will be collecting personal information by including such notices to new Members and by including a notice in the Collective Agreements made available to employees and Members and providing such other notice as may be practicable.

P-3 Use of Personal Information

1. Any information collected by C.S.U. 52 shall only be used for the purposes of representing C.S.U. 52 and its Members (which includes the investigation of issues, representations to the employer, providing any assistance to Members as requested, pursuing dispute resolution mechanisms including arbitration, collective bargaining, etc.) for the admission into Membership, for the internal administration of C.S.U. 52 and for the purposes of such goals as may be approved by C.S.U. 52 Members.

P-4 Disclosure of Personal Information

1. Personal employee information may be disclosed to the staff of C.S.U. 52, to elected officials of C.S.U. 52 and to their agents. Such employees, elected officials and agents shall be subject to the duty of confidentiality.
2. Personal employee information may be disclosed to the appropriate employer if such disclosure is necessary for the representation of an employee and for the enforcement of the Collective Agreement, or for collective bargaining purposes.
3. Personal information will be disclosed to third parties who are not the employer and not the union staff, union officials or union agents, only with specific consent of the employee or where otherwise required by law.
4. Personal employee information which consists of contact information and which may include name, home address and phone number and email address may be used by the union for the distribution of union information, and for such matters as are necessary for the administration of the union and the representation of its Members.

P-5 Privacy Officer

1. The Executive Board shall choose a Privacy Officer and an alternate Privacy Officer at the December Executive Board meeting.
2. In the event that the Privacy Officer is unable to act, then the alternate Privacy Officer will act as Privacy Officer.
3. The Executive Board shall retain the right to appoint such person as the Privacy Officer or alternative Privacy Officer as may be necessary from time to time.

4. The Privacy Officer shall have the responsibility for:
 - a. Receiving, researching and responding to inquiries and complaints regarding the collection, use and distribution of personal information by the Union;
 - b. Ensuring that procedures to protect personal information are implemented and maintained by C.S.U. 52;
 - c. Providing training programs for the elected officials and Shop Stewards in regards to protection of privacy;
 - d. Reporting to the Executive Board on an annual basis with respect to the inquiries and complaints relating to the collection, use and distribution of personal information by the union and any proposals with respect to policy and administration of protection of privacy.

P-6 Storage and Safeguarding of Personal Information

1. The Union stores personal employee information in a number of forms and locations and is committed to safeguarding such information whether it is in written, electronic or other format.
2. Personal employee information is stored in a number of locations:
 - union offices
 - personal possession of elected union officials (namely at some location other than the union offices)
 - personal possession of union staff or authorized agents of the Union
3. The storage of personal employee information in the personal possession or personal property of union officials and staff or agents shall occur only when necessary and shall be subject to the following guidelines:
 - a. the information shall be contained in a secure location if it is not in the immediate possession of the official or staff person;
 - b. the information shall not be placed in such a manner as to provide accessibility to the information to any party not entitled to such access;
 - c. the information is kept in the personal possession of the staff person or official only so long as is necessary to deal with that information;
 - d. Upon it no longer being necessary to retain such personal employee information in their personal possession, the official or staff person shall bring such information to the appropriate C.S.U. 52 office and place in a file.
 - e. Officials and staff of C.S.U. 52, including Shop Stewards, who deal on an ongoing basis with such information which normally is not placed on files (e.g. handwritten notes of contacts, etc.,) shall, on a monthly basis review that personal employee information as they may possess and if that information is not required to be retained by them, the information shall be placed on a file and stored at the union office.

4. The personal employee information shall be safeguarded by:
 - a. All written and video and audio records containing personal employee information shall be placed in files and stored in cabinets which shall be locked during hours outside of the normal business hours of the office or outside of such time periods where there are elected officials or staff of the union on the premises.
 - b. All computer records shall be stored on computers which have been safeguarded from intrusion (e.g. firewalls installed) and all such reasonable methods as may be possible shall be taken to safeguard those computer records. Such continued storage on computers shall be kept to a minimum.

5. C.S.U. 52 recognizes that the ongoing retention of files may create issues with respect to the safeguarding of personal employee information. As a result, retention of such information shall be governed by the following guidelines:
 - a. All records relating to the collective bargaining process shall be retained indefinitely.
 - b. All files containing personal employee information collected by union officials and unrelated to specific issues or to grievances or to collective bargaining (e.g. telephone call records) shall be destroyed after the conclusion of two (2) years from the end of the calendar year in which the notes or file was made.
 - c. All issue and grievance files shall, upon conclusion of that issue or grievance, contain a completed “report” document summarizing the matter. All the information in the file, with the exception of the summary report, shall be destroyed after the conclusion of three (3) years from the date of the conclusion of the file. The summary reports shall be stored in a filing system for that purpose.
 - d. The Union shall ensure that any computers shall be absolutely wiped clean of any information before disposing of any such equipment.
 - e. The destroying of files shall consist of the shredding of all paper records and the proper destruction of all audio and visual files.

P-7 Complaint Handling Process

1. C.S.U. 52 is committed to handling inquiries and complaints in regards to their compliance with the Personal Information Protection Act.

2. All complaints and inquiries shall be submitted in writing to the Privacy Officer. The Privacy Officer shall not be required to pursue any complaints which are not submitted in written form. For the purpose of this complaint process, emails shall **not** be considered to be “written form”.

3. The written complaint or inquiry shall contain sufficient information to establish the fact of a complaint or inquiry, shall contain contact information, including mailing address and telephone number, of the person making the complaint/inquiry and shall be signed and dated by the person making the complaint/inquiry.
4. Upon the receipt of a complaint/inquiry, the Privacy Officer shall:
 - a. Record the receipt of the complaint/inquiry in a format designed to record such information;
 - b. Provide the person making the complaint/inquiry with written confirmation of receipt of the complaint/inquiry;
 - c. Conduct an inquiry including the review of any records, interviews of people, etc.
 - d. The inquiry shall include an interview of the person making the complaint/inquiry;
 - e. Upon conclusion of the investigation, the Privacy Officer shall prepare a written report which report shall be provided to the complainant and to the President of C.S.U. 52.
 - f. The Privacy Officer shall respond to the person making the complaint/inquiry no later than forty-five (45) days from the written complaint/inquiry or at the end of such extended time period as permitted by the PIPA.
 - g. In the event that a complaint is justified, the written report shall contain recommendations to rectify the situation. The Executive Board shall take such measures necessary to ensure that the situation is rectified and shall provide notification to the complainant of the specific action taken to rectify the situation.
 - h. In the event of an inquiry to gain access to personal information, the Privacy Officer may release such information as permitted by the PIPA. If access to personal information is denied, the Privacy Officer shall provide reasons for such denial.
 - i. All such complaint/inquiry files shall be destroyed upon two (2) years from the date on which the Union provided a response to the complaint/inquiry.

P-8 Review of Policy

1. This policy shall be reviewed one (1) year from implementation and shall be subject to the normal rules and procedures of C.S.U. 52 with respect to the establishment of C.S.U. 52 policy.

APPENDIX A

P-9 Consent for Release of Information

To Whom It May Concern:

I acknowledge that I have requested that the C.S.U. 52, represent me with respect to:

I hereby authorize you to release any and all information with respect to the matter outlined above, to C.S.U. 52 or any of its representatives or officers.

I acknowledge that I consent to this information being disclosed by C.S.U. 52 to my employer and their legal counsel, to the C.S.U. 52’s legal counsel, or to such benefit provider or appropriate third party as is necessary for the C.S.U. 52 to properly represent me in this matter.

I understand why I have been asked to disclose this information and am aware of the risks or benefits of consenting to the disclosure. I further understand that my consent is required in order for C.S.U. 52 to represent me in this matter.

This consent is effective on the date of signing and expires in two years from the date of signing. I understand that I may revoke this consent at any time.

A photocopy of this Authorization shall be as valid as the original.

Dated at the City/Town of _____, Province of Alberta, this ____ day of _____, 20__.

Signature

Witness

Print Name:

Address of Member:

Date of Birth:

Health Care/ Benefit Plan No’s:

Civic Service Union 52

PROTECTION OF PERSONAL INFORMATION POLICY

Information to protect the confidentiality of the personal information of the employees and volunteers of C.S.U. 52

P-10 General Principles

As an employer, the C.S.U. 52 (“C.S.U. 52”) is committed to protecting the confidentiality of personal information of its employees and volunteers as required by the Personal Information Protection Act (“PIPA”).

The purpose of C.S.U. 52 is to represent those employees for which C.S.U. 52 is the legal or prospective bargaining agent. That purpose is carried out by C.S.U. 52’s employees and volunteers. In carrying out the purposes of the Union and in administering the offices and the business of C.S.U. 52, it will be necessary to obtain, use and disclose personal information of the employees and volunteers.

C.S.U. 52 is committed to complying with the provisions of the CSA Model Code for Protection of Personal Information insofar as they are compatible with trade union principles, representation rights and duties, and Collective Agreement administration as well as the Collective Agreement obligations with the bargaining agent for the employees of C.S.U. 52., United Steelworkers, Local 5885 (U.S.W. Local 5885). The CSA Model Code is attached to this policy for information purposes as Article P-20.

P-11 VOLUNTEERS – Collection, Use and Disclosure of Personal Information

1. While C.S.U. 52 believes that elected officials of C.S.U. 52 are not intended to come within the jurisdiction of PIPA except as employees represented by C.S.U. 52 (and therefore governed by the policy applicable to employees represented by C.S.U. 52), to the extent that any additional considerations are found to apply, they shall be considered to be “volunteers” for the purposes of this policy.
2. Any personal information with respect to volunteers may be collected from the volunteers, from coworkers or other union Members or in such manner as is consistent with the elected nature of a volunteer’s position.
3. Any personal information with respect to volunteers will only be used and disclosed by C.S.U. 52 insofar as such use or disclosure is consistent with the elected nature of the volunteer’s position and democratic principles regarding such positions and with trade union principles as set out in the Privacy Policy generally governing employees represented by C.S.U. 52.

P-12 EMPLOYEES - Collection of Personal Information

1. Personal information with respect to employees and job applicants will be collected from the employees or prospective employees, job references, past employers and from co-workers and those people represented by C.S.U. 52 and from U.S.W. Local 5885 and its representatives. Such personal information will be collected only insofar as that information is necessary for the establishment, management or termination of the employment relationship and will be subject to the terms and conditions of the Collective Agreement governing the relationship between C.S.U. 52 and its employees.
2. To the extent that any personal information will be collected from a third party such as a benefit provider or medical practitioner, such collection of information shall be subject to the terms of the Collective Agreement and only for such purposes as may be necessary for the establishment, administration or termination of the bargaining relationship.
3. In compliance with PIPA, C.S.U. 52 shall provide notice to its employees and to prospective employees relating to the collection, use and disclosure of personal information in a form set out in Appendix B.

P-13 EMPLOYEES - Use of Personal Information

1. Any information collected by C.S.U. 52 shall only be used for the purposes of the establishment, maintenance and termination of the employment relationship which includes those things necessary to bargain, maintain or comply with the Collective Agreement with U.S.W. Local 5885.

P-14 EMPLOYEES - Disclosure of Personal Information

1. Generally, personal employee information shall be disclosed to the Financial Administrator and to the President of C.S.U. 52. Personal employee information may be disclosed to other management or employees and to other elected officials of C.S.U. 52 only insofar as may be necessary for the administration, etc. of the employment relationship. Management and elected officials shall be subject to the duty of confidentiality with respect to any such personal employee information disclosed to them.
2. Personal employee information may be disclosed to the U.S.W. Local 5885, the certified bargaining agent for employees of C.S.U. 52 if such information relates to issues involving the employment relationship or as otherwise authorized by the employee.
3. Personal information will be disclosed to third parties who are not the employer (including elected officials) and not representatives of U.S.W. Local 5885, only with specific consent of the employee or where otherwise required by law.
4. Personal employee information which consists of contact information and which includes name, home address and phone number and email address as well as information relating to an employee's position will be provided to U.S.W. Local 5885 insofar as such information is required by U.S.W. to properly represent employees in Local 5885.

P-15 Privacy Officer

1. The Executive Board shall choose a Privacy Officer and an alternate Privacy Officer with respect to issues relating to employees of the Union, at the December Executive Board meeting.
2. In the event that the Privacy Officer is unable to act, then the alternate Privacy Officer will act as Privacy Officer.
3. The Executive Board shall retain the right to appoint the Privacy Officer or alternative Privacy Officer as may be necessary from time to time.

4. The Privacy Officer shall have the responsibility for:
 - a. Receiving, investigating and responding to inquiries and complaints regarding the collection, use and distribution of personal employee information by C.S.U. 52;
 - b. Ensuring that procedures to protect personal employee information are implemented and maintained by C.S.U. 52;
 - c. Providing training programs for the management and staff of C.S.U. 52;
 - d. Reporting to the Executive Board on an annual basis with respect to the inquiries and complaints relating to the collection, use and distribution of personal employee information by C.S.U. 52 and any proposals with respect to policy and administration of protection of privacy.

P-16 Storage and Safeguarding of Personal Employee Information

1. C.S.U. 52 stores personal employee information in a number of forms and locations and is committed to safeguarding such information whether it is in written, electronic or other format. Generally, such personal employee information shall only be accessible to the Financial Administrator and to the President.
2. Personal employee information is stored in a number of locations:
 - The office of the President
 - The personal computers of the President and that of the Financial Administrator.
3. The storage of personal employee information shall be subject to the following guidelines:
 - a. All written, video, audio or electronic records containing personal employee information shall be placed in files and stored in cabinets which shall be locked at all times. Only the President and the Financial Administrator shall have access to such cabinets.
 - b. All computer records shall be stored on computers which have been safeguarded from intrusion (e.g. firewalls installed) and which are only accessible to President and the Financial Administrator. Such information (or computers) shall be password protected.
 - c. If the information is in the immediate possession of a person authorized to have access to it, that person shall ensure that no other person can view the information or obtain access to that information.
 - d. Personal employee information shall be kept in the personal possession of the staff person or official only so long as is necessary to deal with that information;
 - e. Upon it no longer being necessary to retain such personal employee

information in their personal possession, the information will be immediately returned to the secure location.

4. C.S.U. 52 recognizes that the ongoing retention of files may create issues with respect to the safeguarding of personal employee information. As a result, retention of such information shall be governed by the following guidelines:
 - a. All records relating to the collective bargaining process shall be retained indefinitely except that any records containing identifiable personal employee information relating to the collective bargaining process shall be destroyed upon the conclusion of collective bargaining or otherwise rendered anonymous with regards to such personal information.

NOTE: the above & following may be governed by the Collective Agreement.

- b. All issue and grievance files relating to employees, shall, upon conclusion of that issue or grievance, contain a completed “report” document summarizing the matter. All the information in the file, with the exception of the summary report, shall be destroyed after the conclusion of three years from the date of the conclusion of the file. The summary reports shall be stored in the filing cabinets utilized for personal employee information.
- c. The Union shall ensure that any computers shall be absolutely wiped clean of any information before disposing of any such equipment.
- d. The destroying of files shall consist of the shredding of all paper records and the proper destruction of all audio and visual files.

P-17 Complaint Handling Process

1. C.S.U. 52 is committed to handling inquiries and complaints in regards to their compliance with the Personal Information Protection Act.
2. All complaints and inquiries shall be submitted in writing to the Privacy Officer. The Privacy Officer shall not be required to pursue any complaints which are not submitted in written form. For the purpose of this complaint process, emails shall **not** be considered to be “written form”.
3. The written complaint or inquiry shall contain sufficient information to establish the fact of a complaint or inquiry, shall contain contact information, including mailing address and telephone number, of the person making the complaint/inquiry and shall be signed and dated by the person making the complaint/inquiry.

4. Upon the receipt of a complaint/inquiry, the Privacy Officer shall:
 - a. record the receipt of the complaint/inquiry in a format designed to record such information;
 - b. provide the employee making the complaint/inquiry with written confirmation of receipt of the complaint/inquiry;
 - c. conduct an inquiry including the review of any records, interviews of people, etc.
 - d. the inquiry shall include an interview of the person making the complaint/inquiry;
 - e. Upon conclusion of the investigation, the Privacy Officer shall prepare a written report which report shall be provided to the complainant and to the President of C.S.U. 52.
 - f. The Privacy Officer shall respond to the person making the complaint/inquiry no later than forty-five (45) days from the written complaint/inquiry or at the end of such extended time period as permitted by the PIPA.
 - g. In the event that a complaint is justified, the written report shall contain recommendations to rectify the situation. The Executive Board shall take such measures necessary to ensure that the situation is rectified and shall provide notification to the complainant of the specific action taken to rectify the situation.
 - h. In the event of an inquiry to gain access to personal information, the Privacy Officer may release such information as permitted by the PIPA. If access to personal information is denied, the Privacy Officer shall provide reasons for such denial.
 - i. All such complaint/inquiry files shall be destroyed upon two (2) years from the date on which the C.S.U. 52 provided a response to the complaint/inquiry.

P-18 Review of Policy

1. This policy shall be reviewed one (1) year from implementation with the participation of U.S.W. Local 5885 and shall be subject to the normal rules and procedures of C.S.U. 52 with respect to the establishment of C.S.U. 52 policy as well as subject to the terms and conditions of the Collective Agreement between C.S.U. 52 and U.S.W. Local 5885.

P-19 Notice Pursuant to the Personal Information Protection Act

The C.S.U. 52, is the certified bargaining agent for certain employees of the City of Edmonton, the Edmonton Public Library, TELUS World of Science - Edmonton, EPCOR, and Capital Power Corporation. As the certified bargaining agent, C.S.U. 52, has a legal duty to represent its Members in relation to employee issues, Collective Agreement enforcement and collective bargaining. As a result, when you become an employee, C.S.U. 52 will be obtaining personal information which may include your name, address, telephone number and other possible personal information where it reasonably relates to your employment.

Such information would be collected for purposes of:

- representing you and other Members of the bargaining unit in any dispute or issue arising from your employment.
- representing the C.S.U. 52 as a whole with respect to possible or alleged breaches of the Collective Agreements, other Collective Agreement and employment related issues or collective bargaining between C.S.U. 52 and your employer;
- proceeding with the investigation, settlement or resolution of any disputes or issues which may exist between C.S.U. 52 and/or its Members as it relates to the employment relationship with the employer. This may include actions such as meetings, arbitration hearings, labour relations board hearings, etc.

We may disclose your personal information:

- to other staff of the C.S.U. 52;
- to such elected officials of C.S.U. 52 as may be required in the circumstances;
- to official representatives of the employer as may be required in the circumstances.
- when permitted or required by law;

If you have any questions relating to issues in regards to your personal information, please call the Privacy Officer for C.S.U. 52, at (780) 448-8900 during office hours.

Civic Service Union 52 Policy & Procedure Manual

APPENDIX B

P-20 Collection, Use and Disclosure of Personal Information for Employees and Volunteers of C.S.U. 52

To Whom It May Concern:

I acknowledge that I have requested that the C.S.U. 52, represent me with respect to:

I hereby authorize you to release any and all information with respect to the matter outlined above, to C.S.U. 52 or any of its representatives or officers.

I acknowledge that I consent to this information being disclosed by C.S.U. 52 to my employer and their legal counsel, to the C.S.U. 52's legal counsel, or to such benefit provider or appropriate third party as is necessary for the C.S.U. 52 to properly represent me in this matter.

I understand why I have been asked to disclose this information and am aware of the risks or benefits of consenting to the disclosure. I further understand that my consent is required in order for C.S.U. 52 to represent me in this matter.

This consent is effective on the date of signing and expires in two years from the date of signing. I understand that I may revoke this consent at any time.

A photocopy of this Authorization shall be as valid as the original.

Dated at the City/Town of _____, Province of Alberta, this ____ day of _____, 20__.

Signature

Witness

Print Name:

Address of Member:

Date of Birth:

Health Care/ Benefit Plan No's:

CANADIAN STANDARDS ASSOCIATION

P-21 Model Code for Protection of Personal Information

Principles in Summary

Ten (10) interrelated principles form the basis of the CSA Model Code for the Protection of Personal Information. Each principle must be read in conjunction with the accompanying commentary.

1. Accountability

An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the following principles.

2. Identifying Purposes

The purposes for which personal information is collected shall be identified by the organization at or before the time the information is collected.

3. Consent

The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate.

4. Limiting Collection

The collection of personal information shall be limited to that which is necessary for the purposes identified by the organization. Information shall be collected by fair and lawful means.

5. Limiting Use, Disclosure, and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfilment of those purposes.

6. Accuracy

Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

7. Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

8. Openness

An organization shall make readily available to individuals specific information about its policies and practices relating to the management of personal information.

9. Individual Access

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

10. Challenging

Compliance An individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.

P-22 4. Principles

4.1 Principle 1 — Accountability

ACCOUNTABILITY

An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the following principles.

4.1.1

Accountability for the organization's compliance with the principles rests with the designated individual(s), even though other individuals within the organization may be responsible for the day-to-day collection and processing of personal information. In addition, other individuals within the organization may be delegated to act on behalf of the designated individual(s).

4.1.2

The identity of the individual(s) designated by the organization to oversee the organization's compliance with the principles shall be made known upon request.

4.1.3

An organization is responsible for personal information in its possession or custody, including information that has been transferred to a third party for processing. The organization should use contractual or other means to provide a comparable level of protection while the information is being processed by a third party.

4.1.4

Organizations shall implement policies and practices to give effect to the principles, including (a) implementing procedures to protect personal information; (b) establishing procedures to receive and respond to complaints and inquiries; (c) training staff and communicating to staff information about the organization's policies and practices; and (d) developing information to explain the organization's policies and procedures.

4.2 Principle 2 — Identifying Purposes

The purposes for which personal information is collected shall be identified by the organization at or before the time the information is collected.

4.2.1

The organization shall document the purposes for which personal information is collected in order to comply with the Openness principle (Clause 4.8) and the Individual Access principle (Clause 4.9).

4.2.2

Identifying the purposes for which personal information is collected at or before the time of collection allows organizations to determine the information they need to collect to fulfil these purposes. The Limiting Collection principle (Clause 4.4) requires an organization to collect only that information necessary for the purposes that have been identified.

4.2.3

The identified purposes should be specified at or before the time of collection to the individual from whom the personal information is collected. Depending upon the way in which the information is collected, this can be done orally or in writing. An application form, for example, may give notice of the purposes.

4.2.4

When personal information that has been collected is to be used for a purpose not previously identified, the new purpose shall be identified prior to use. Unless the new purpose is required by law, the consent of the individual is required before information can be used for that purpose. For an elaboration on consent, please refer to the Consent principle (Clause 4.3).

4.2.5

Persons collecting personal information should be able to explain to individuals the purposes for which the information is being collected.

4.2.6

This principle is linked closely to the Limiting Collection principle (Clause 4.4) and the Limiting Use, Disclosure, and Retention principle (Clause 4.5).

4.3 Principle 3 — Consent

*The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate. **Note:** In certain circumstances personal information can be collected, used, or disclosed without the knowledge and consent of the individual. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the individual might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the individual is a minor, seriously ill, or mentally incapacitated. In addition, organizations that do not have a direct relationship with the individual may not always be able to seek consent. For example, seeking consent may be impractical for a charity or a direct-marketing firm that wishes to acquire a mailing list from another organization. In such cases, the organization providing the list would be expected to obtain consent before disclosing personal information.*

4.3.1

Consent is required for the collection of personal information and the subsequent use or disclosure of this information. Typically, an organization will seek consent for the use or disclosure of the information at the time of collection. In certain circumstances, consent with respect to use or disclosure may be sought after the information has been collected but before use (for example, when an organization wants to use information for a purpose not previously identified).

4.3.2

The principle requires "knowledge and consent". Organizations shall make a reasonable effort to ensure that the individual is advised of the purposes for which the information will be used. To make the consent meaningful, the purposes must be stated in such a manner that the individual can reasonably understand how the information will be used or disclosed.

4.3.3

An organization may not, as a condition of the supply of a product or service, require an individual to consent to the collection, use, or disclosure of information beyond that required to fulfil the explicitly specified, and legitimate purposes.

4.3.4

The form of the consent sought by the organization may vary, depending upon the circumstances and the type of information. In determining the form of consent to use, organizations shall take into account the sensitivity of the information. Although some information (for example, medical records and income records) is almost always considered to be sensitive, any information can be sensitive, depending on the context. For example, the names and addresses of subscribers to a newsmagazine would generally not be considered sensitive information. However, the names and addresses of subscribers to some special-interest magazines might be considered sensitive.

4.3.5

In obtaining consent, the reasonable expectations of the individual are also relevant. For example, an individual buying a subscription to a magazine should reasonably expect that the organization, in addition to using the individual's name and address for mailing and billing purposes, would also contact the person to solicit the renewal of the subscription. In this case, the organization can assume that the individual's request constitutes consent for specific purposes. On the other hand, an individual would not reasonably expect that personal information given to a health-care professional would be given to a company selling health-care products, unless consent were obtained. Consent shall not be obtained through deception.

4.3.6

The way in which an organization seeks consent may vary, depending on the circumstances and the type of information collected. An organization should generally seek express consent when the information is likely to be considered sensitive. Implied consent would generally be appropriate when the information is less sensitive. Consent can also be given by an authorized representative (such as a legal guardian or a person having power of attorney).

4.3.7

Individuals can give consent in many ways. For example: (a) an application form may be used to seek consent, collect information, and inform the individual of the use that will be made of the information. By completing and signing the form, the individual is giving consent to the collection and the specified uses; (b) a checkoff box may be used to allow individuals to request that their names and addresses not be given to other organizations. Individuals who do not check the box are assumed to consent to the transfer of this information to third parties; (c) consent may be given orally when information is collected over the telephone; or (d) consent may be given at the time that individuals use a product or service.

4.3.8

An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. The organization should inform the individual of the implications of such withdrawal.

4.4 Principle 4 — Limiting Collection

The collection of personal information shall be limited to that which is necessary for the purposes identified by the organization. Information shall be collected by fair and lawful means.

4.4.1

Organizations shall not collect personal information indiscriminately. Both the amount and the type of information collected shall be limited to that which is necessary to fulfil the purposes identified. Organizations should specify the type of information collected as part of their information-handling policies and practices, in accordance with the Openness principle (Clause 4.8).

4.4.2

The requirement that personal information be collected by fair and lawful means is intended to prevent organizations from collecting information by misleading or deceiving individuals about the purpose for which information is being collected. This requirement implies that consent with respect to collection must not be obtained through deception.

4.4.3

This principle is linked closely to the Identifying Purposes principle (Clause 4.2) and the Consent principle (Clause 4.3).

4.5 Principle 5 — Limiting Use, Disclosure, and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfilment of those purposes.

4.5.1

Organizations using personal information for a new purpose shall document this purpose (see Clause 4.2.1).

4.5.2

Organizations should develop guidelines and implement procedures with respect to the retention of personal information. These guidelines should include minimum and maximum retention periods. Personal information that has been used to make a decision about an individual shall be retained long enough to allow the individual access to the information after the decision has been made. An organization may be subject to legislative requirements with respect to retention periods.

4.5.3

Personal information that is no longer required to fulfil the identified purposes should be destroyed, erased, or made anonymous. Organizations should develop guidelines and implement procedures to govern the destruction of personal information.

4.5.4

This principle is closely linked to the Consent principle (Clause 4.3), the Identifying Purposes principle (Clause 4.2), and the Individual Access principle (Clause 4.9).

4.6 Principle 6 — Accuracy

Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

4.6.1

The extent to which personal information shall be accurate, complete, and up-to-date will depend upon the use of the information, taking into account the interests of the individual. Information shall be sufficiently accurate, complete, and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about the individual.

4.6.2

An organization should not routinely update personal information, unless such a process is necessary to fulfil the purposes for which the information was collected.

4.6.3

Personal information that is used on an ongoing basis, including information that is disclosed to third parties, should generally be accurate and up-to-date, unless limits to the requirement for accuracy are clearly set out.

4.7 Principle 7 — Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

4.7.1

The security safeguards shall protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. Organizations shall protect personal information regardless of the format in which it is held.

4.7.2

The nature of the safeguards will vary depending on the sensitivity of the information that has been collected, the amount, distribution, and format of the information, and the method of storage. More sensitive information should be safeguarded by a higher level of protection. The concept of sensitivity is discussed in Clause 4.3.4.

4.7.3

The methods of protection should include (a) physical measures, for example, locked filing cabinets and restricted access to offices; (b) organizational measures, for example, security clearances and limiting access on a "need-to-know" basis; and (c) technological measures, for example, the use of passwords and encryption.

4.7.4

Organizations shall make their employees aware of the importance of maintaining the confidentiality of personal information.

4.7.5

Care shall be used in the disposal or destruction of personal information, to prevent unauthorized parties from gaining access to the information (see Clause 4.5.3).

4.8 Principle 8 — Openness

An organization shall make readily available to individuals specific information about its policies and practices relating to the management of personal information.

4.8.1

Organizations shall be open about their policies and practices with respect to the management of personal information. Individuals should be able to acquire information about an organization's policies and practices without unreasonable effort. This information shall be made available in a form that is generally understandable.

4.8.2

The information made available shall include (a) the name/title and address of the person who is accountable for the organization's policies and practices and to whom complaints or inquiries can be forwarded; (b) the means of gaining access to personal information held by the organization; (c) a description of the type of personal information held by the organization, including a general account of its use; (d) a copy of any brochures or other information that explain the organization's policies, standards, or codes; and (e) what personal information is made available to related organizations (eg, subsidiaries).

4.8.3

An organization may make information on its policies and practices available in a variety of ways. The method chosen depends on the nature of its business and other considerations. For example, an organization may choose to make brochures available in its place of business, mail information to its customers, provide online access, or establish a toll-free telephone number.

4.9 Principle 9 — Individual Access

*Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate. **Note:** In certain situations, an organization may not be able to provide access to all the personal information it holds about an individual. Exceptions to the access requirement should be limited and specific. The reasons for denying access should be provided to the individual upon request. Exceptions may include information that is prohibitively costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal, security, or commercial proprietary reasons, and information that is subject to solicitor-client or litigation privilege.*

4.9.1

Upon request, an organization shall inform an individual whether or not the organization holds personal information about the individual. Organizations are encouraged to indicate the source of this information. The organization shall allow the individual access to this information. However, the organization may choose to make sensitive medical information available through a medical practitioner. In addition, the organization should provide an account of the use that has been made or is being made of this information and an account of the third parties to which it has been disclosed.

4.9.2

An individual may be required to provide sufficient information to permit an organization to provide an account of the existence, use, and disclosure of personal information. The information provided shall only be used for this purpose.

4.9.3

In providing an account of third parties to which it has disclosed personal information about an individual, an organization should attempt to be as specific as possible. When it is not possible to provide a list of the organizations to which it has actually disclosed information about an individual, the organization should provide a list of organizations to which it may have disclosed information about the individual.

4.9.4

An organization shall respond to an individual's request within a reasonable time and at minimal or no cost to the individual. The requested information shall be provided or made available in a form that is generally understandable. For example, if the organization uses abbreviations or codes to record information, an explanation shall be provided.

4.9.5

When an individual successfully demonstrates the inaccuracy or incompleteness of personal information, the organization shall amend the information as required. Depending upon the nature of the information challenged, amendment involves the correction, deletion, or addition of information. Where appropriate, the amended information shall be transmitted to third parties having access to the information in question.

4.9.6

When a challenge is not resolved to the satisfaction of the individual, the substance of the unresolved challenge should be recorded by the organization. When appropriate, the existence of the unresolved challenge should be transmitted to third parties having access to the information in question.

4.10 Principle 10 — Challenging Compliance

An individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.

4.10.1

The individual accountable for an organization's compliance is discussed in Clause 4.1.1.

4.10.2

Organizations shall put procedures in place to receive and respond to complaints or inquiries about their policies and practices relating to the handling of personal information. The complaint process should be easily accessible and simple to use.

4.10.3

Organizations shall inform individuals who make inquiries or lodge complaints of the existence of relevant complaint mechanisms. A range of these mechanisms may exist. For example, some regulatory bodies accept complaints about the personal-information handling practices of the companies they regulate.

4.10.4

An organization shall investigate all complaints. If a complaint is found to be justified through either the internal or external complaint review process, the organization shall take appropriate measures, including, if necessary, amending its policies and practices.

RETIREMENT

R-1 *Retirement*

(E)Apr.13/10 All C.S.U. 52 Members, upon retiring, shall receive a retirement gift of ten (10)
(G)May 4/10 dollars for every year of Union Membership.
(E)Nov.10/09
(G)Feb.2/10