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# Bylaws

## Local Union 53

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## INTRODUCTION

Local 53 of the Canadian Union of Public Employees has been formed to:

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

The following bylaws are adopted by Local 53 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

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

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

## SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 53.

Local 53 consists of the following bargaining units:

<u>Town of Uxbridge, Full Time (CUPE 53-01)</u>
<u>Town of Whitby, Full Time Unit (CUPE 53-02)</u>
<u>Town of Whitby, Part Time Unit (CUPE 53-03)</u>
<u>Town of Whitby, Whitby Public Library Unit (CUPE 53-04)</u>

## SECTION 2 – OBJECTIVES

The objectives of Local 53 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, creed, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

## SECTION 3 – REFERENCES

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

## SECTION 4 – MEMBERSHIP

### **(a) Membership**

An individual employed within the jurisdiction of Local 53 can apply for membership in Local 53 by signing an application.

(Article B.8.1)

### **(b) Approval of Membership**

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

(Article B.8.2)

**(c) Oath of Membership**

New members will take this oath:

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

(Article B.8.4)

**(d) Continuation of Membership**

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

(Article B.8.3)

**(e) Member Obligations**

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

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

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

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

## **SECTION 5 – AFFILIATIONS**

In order to strengthen the labour movement and work toward common goals and objectives, Local 53 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Ontario Provincial Division
- The Durham Labour Council
- The Durham Northumberland District Council

## **SECTION 6 – MEMBERSHIP MEETINGS**

### **(a) Regular Membership Meetings**

Regular membership meetings of Local 53 shall be held on the Third Monday of each Month at 5:00pm virtually or in person in Whitby. The Local Union may hold membership meetings in person and/or virtually or in a hybrid format so long as the membership is given adequate notice and the local maintains the integrity of the votes, elections and meetings that occur.

There will be no Regular membership meeting in the months of July, August and December. Notice of each regular membership meeting outlining the date, time and location/meeting format shall be given to members at least seven (7) days in advance of the meeting.

When a statutory holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting, and will give members seven (7) days' notice of the date of the rescheduled regular membership meeting.

### **(b) Special Membership Meetings**

Special membership meetings of Local 53 may be required, and shall be called by the Executive Board or may be requested in writing by no fewer than fifteen (15) members. The President shall immediately advise members when a special meeting is called, and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location/meeting format. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

### **(c) Quorum**

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be ten (10) members, which shall include at least two (2) members of the Executive Board. Only members who

are able to fully participate, with voice and vote, are counted for quorum. Retiree members do not count towards quorum. In the event that a quorum is not present within ten (10) minutes after the scheduled time of the meeting, the President shall declare all business that is on the Agenda, referred to the Executive Board for their execution. Any decision made by the Executive Board will be reported back for ratification at the next membership meeting.

A quorum for the transaction of business at any Executive Board meeting shall be fifty percent (50%) of the Executive Board.

**(d) Membership Meeting Agenda**

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

1. Acknowledgement of Indigenous Territory
2. Roll call of officers
3. Reading of the Equality Statement
4. Voting on new members and initiation
5. Reading of the minutes
6. Matters arising from the minutes
7. Secretary-Treasurer's Report
8. Communications and bills
9. Executive Board Report
10. Reports of committees and delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

(Article B.6.1)

**(e) Bargaining Unit Meetings**

Bargaining Unit meetings may be called to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. The President shall advise members of the bargaining unit seven (7) days in advance of the meeting providing the time and location and an agenda.

The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be ten (10) bargaining unit members. Retirees and members from other bargaining units in the Local Union may attend these meetings without vote but with voice and are not counted as part of quorum.

## SECTION 7 – OFFICERS

The Officers of Local 53 shall be the President, Vice-President(s), Secretary-Treasurer, Recording Secretary, Chief Steward, Communications Officer and Trustees (3).

(Articles B.2.1 and B.2.2)

## SECTION 8 – EXECUTIVE BOARD

(a) The Executive Board shall include all Officers, Stewards except Trustees.

(Article B.2.2)

(b) The Executive Board shall meet at least eight (8) times per year.

(Article B.3.14)

(c) A majority of the Executive Board constitutes a quorum.

(d) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.

(e) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.

(f) Should any Executive Board member fail to answer the roll call for three (3) **consecutive** regular meetings or three (3) **consecutive** regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

(g) Maintain general supervision of the Local between meetings.

(h) Consider and make recommendations on matters concerning the Local.

(i) The Executive Board, by a majority vote, may approve expenditures up to a maximum of two-hundred and fifty dollars (\$250.00) and shall be accountable for such funds to the membership.

(j) The Executive Board shall be authorized to pay all necessary bills including office expenses, per-capita fees and all other fees authorized by these By-laws.

(Article B.2.5)



## **SECTION 9 – DUTIES OF OFFICERS, NEGOTIATION COMMITTEES, STRIKE COMMITTEE AND STEWARDS**

Each Officer of Local 53 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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

(Article B.3.9)

All signing Officers of Local 53 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(Article B.3.5)

**(a) President**

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote (except in the case of the election for President) or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Introduce new members and conduct them through the initiation ceremony.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- Be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.
- Have first preference as a delegate to the CUPE National Convention.
- Shall be the spokesperson for all delegations representing the Local, unless another member is appointed by him/her to take his/her place.
- Perform such other duties as required of him/her by the membership.
- Attend CUPE education courses as deemed necessary for the position, including but not limited to Financial Officers and Parliamentary Procedures.
- Upon termination of office, surrender all books, seals and other properties of the

Local's to his/her successor.

- In the event of a vacancy in any elective or non-elective positions or office, the President shall select a member to fill the vacancy on a temporary basis for a maximum of three (3) months. If an election is required to fill the vacancy, one shall be called as soon as possible.
- Attend meetings of Council, as needed/determined by the Executive Board.

(Article B.3.1)

**(b) Vice-President**

The Vice-President(s) shall:

- Vice-Presidents shall consist of
  - Two (2) members from the Whitby Full Time Unit
    - One (1) from the Outside Employees
    - One (1) from the Inside Employees
  - One (1) member from the Whitby Part-time Unit
  - One (1) member from the Uxbridge Unit
  - One (1) member from the Whitby Public Library Unit
- If the President is absent or not eligible, the Outside Vice President shall perform all duties of the President. If the Outside Vice President is absent or not eligible, the Inside Vice President shall perform all duties of the President.
- Preside over membership and Executive Board meetings in the absence of the President.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board.
- Assist the President in the discharge of his/her official duties.
- In the absence of the President or the Secretary-Treasurer, be one of the signing officers for the disbursement of funds.
- Perform such other duties as are required by the membership.
- Attend CUPE education courses as deemed necessary for the position, including but not limited to Financial Officers and Parliamentary Procedures.
- Upon termination of office, surrender all books, seals and other properties of the Local to his/her successor.

(Article B.3.2)

**(c) Recording Secretary**

The Recording Secretary shall:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- Read same at all regular meetings and upon approval shall immediately submit them for the signature to the presiding office.
- Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.
- Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
- Keep a record of all correspondence received and sent out.
- Refer all communications/correspondence to the Executive Board and shall read such communications as required at regular membership meetings.
- Prepare the annual executive and membership meeting schedule.
- Prepare and distribute all meeting notices to members including time and place.
- Have on file for a minimum of one (1) year a copy of all letters etc. mailed out on behalf of the Local.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Maintain a record of contact information of the Executive Board.
- Maintain a record of contact information of all active members.
- Preside over membership and Executive Board meetings in the absence of the President and all Vice-Presidents.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.
- Attend CUPE education courses as deemed necessary for the position,

including but not limited to Parliamentary Procedures.

- Upon termination of office, surrender all books, seals and other properties of the Local to his/her successor.

**(d) Secretary-Treasurer**

(Article B.3.3)

The Secretary-Treasurer shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditor on reasonable notice. Ensure that the books are audited at

least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.

- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Where required, not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Notify all members who are one (1) month in arrears and report to the Executive Board all members two (2) or more months in arrears in the payment of union dues.
- Preside over membership and Executive Board meetings in the absence of the President and all Vice-Presidents and Recording Secretary.
- Attend CUPE education courses as deemed necessary for the position, including but not limited to Financial Officers and Parliamentary Procedures.
- Upon termination of office, surrender all books, seals and other properties of the Local to his/her successor.

(Articles B.3.4 to B.3.8)

**(e) Trustees**

The Trustees shall:

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

- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership.
- Attend CUPE education courses as deemed necessary for the position, including but not limited to Financial Officers.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - Completed Trustee Audit Program
  - Completed Trustees' Report
  - Secretary-Treasurer Report to the Trustees
  - Recommendations made to the President and Secretary-Treasurer of the Local Union
  - Secretary-Treasurer's response to recommendations
  - Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

**(f) Chief Steward**

The Chief Steward shall:

- The Chief Steward shall be a member of the Whitby Full Time Unit and represent Whitby Full Time, Whitby Part Time, Uxbridge and Whitby Public Library members.
- Ensure that all Stewards perform their assigned duties.
- Know and police the Collective Agreement(s) and Provincial or Federal Legislation affecting the Local.
- Oversee the definition, detection, preparation and presentation of all grievances at the initial level and subsequent levels thereafter.
- Maintain contact with the Stewards and the members in order to provide ongoing union awareness and education.
- Inform the Executive Board of any new Management Policies, etc.

- Oversee and provide communications and information to the members and the Executive Board about the problems and potential problems at the workplace.
- Perform such other duties as are required of him/her by the membership.
- Attend CUPE education courses as deemed necessary for the position, including but not limited to Stewarding training courses.
- Upon termination of office, surrender all books, seals and other properties of the Local to his/her successor.

**(g) Negotiating Committees**

The Whitby Full Time Negotiating Committee shall:

- Consist of the President, Chief Steward, three (3) elected members from the Whitby Full Time Unit and (1) optional elected alternate.
- Prepare collective bargaining proposals and to negotiate a Collective Agreement.
- Will be reimbursed for any lost wages resulting from negotiations.
- Provide each committee member with an Honorarium of five hundred dollars (\$500.00) upon full completion of the Collective Agreement.

The Whitby Part Time Negotiating Committee shall:

- Consist of the President, Chief Steward, Part Time Vice-President and at least one (1) member elected from the Whitby Part Time Unit to a maximum of two (2) elected members and one (1) optional elected alternate.
- Prepare collective bargaining proposals and to negotiate a Collective Agreement.
- Will be reimbursed for any lost wages resulting from negotiations.
- Provide each committee member with an Honorarium of five hundred dollars (\$500.00) upon full completion of the Collective Agreement.

The Uxbridge Negotiating Committee shall:

- Consist of the Uxbridge's Vice-President, Uxbridge's Steward, two (2) elected year round members of the Uxbridge Unit and one (1) optional elected alternate.



- Prepare collective bargaining proposals and to negotiate a Collective Agreement.
- Will be reimbursed for any lost wages resulting from negotiations.
- Provide each committee member with an Honorarium of five hundred dollars (\$500.00) upon full completion of the Collective Agreement.

The Whitby Public Library Negotiating Committee shall:

- Consist of the President, Whitby Public Library Vice-President, a Whitby Public Library Steward, two (2) elected members of the Whitby Public Library Unit and one (1) optional elected alternate.
- Prepare collective bargaining proposals and to negotiate a Collective Agreement.
- Will be reimbursed for any lost wages resulting from negotiations.
- Provide each committee member with an Honorarium of five hundred dollars (\$500.00) upon full completion of the Collective Agreement.

**(h) Strike Committee**

The Strike Committee shall be organized when a strike is anticipated to:

- Prepare strike posters and placards.
- Organize Strike Captains.
- Organize strike teams.
- Organize payroll for striking members.
- Take attendance at picket lines.
- Will consist of volunteers from the membership and shall not include any members from the Negotiating Committee.
- Provide each committee member with an Honorarium of seventy-five dollars (\$75.00) upon full completion of the Collective Agreement.

**(i) Stewards**

The Stewards will:

- Define, detect, prepare and present grievances at the initial level.
- Generally know and police the Collective Agreement and/or Provincial and/or Federal Legislation affecting the Local.
- Maintain daily contact with the members in order to provide ongoing union awareness and education.
- Inform the Chief Steward and Executive Board of all new employees, and any new management policies, etc.
- Provide communications and information to the Chief Steward, members and the Executive Board about the problems and potential problems at the work place.
- Will form part of the Executive Board.

**(j) Communications Officer**

The Communications Officer will:

- Share news with the members through email, newsletters, social media and/or the CUPE website, with approval from the President.
- Coordinate social media communications, with approval from the President.
- Assist with coordinating meetings and events.
- Assist with community engagement opportunities.
- Assist with maintaining a record of contact information of all active members.
- Assist with the maintaining of the records and contact information for the Union's Grievance Software.
- Be responsible for the submission of Leaves of Absence to the employer and assist in verification of these Leaves for purposes of reimbursement.

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

**(a) Nominations**

1. Nominations will be received at the regular membership meeting held in the

month of September. Nominations may take place at the October meeting only for those positions for which no member was nominated at the September meeting.

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

**(b) Elections**

1. The President, Inside Vice-President, Whitby Public Library Vice-President, Secretary-Treasurer, and Stewards are elected in EVEN years. The Outside Vice-President, Uxbridge Vice-President, Part-Time Vice-President, Recording Secretary, Communications Officer and Chief Steward are elected in ODD years. Trustees will be elected for three (3) year terms on a rotating basis. The Negotiation Committee will be elected at least six (6) months before the Collective Agreement expires.
2. At a membership meeting, at least one (1) month prior to Election Day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Chief Returning Officer and assistant(s). The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.
3. The Elections Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Chief Returning Officer. In the event of a virtual or hybrid meeting, the Elections Committee will determine the form of the electronic vote and all votes must be cast by the same method.

4. The Chief Returning Officer will be responsible for issuing, collecting, and counting ballots. The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
5. The voting will take place at the regular membership meeting in October. The vote will be by secret ballot in person or secret electronic vote for virtual or hybrid meetings. An electronic platform can be used for secret vote, as long as the results are amalgamated no matter which device is used, and that the platform guarantees the secrecy, including to the administrator of the vote. The platform must be able to provide the list of voters, but not how each member voted.
6. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.
7. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.
8. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
9. When two (2) or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.  
(Article 11.4)
10. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 6(c).
11. All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven (7) days after the election. The Chief Returning Officer in conjunction with the Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

**(c) Whitby Full Time Negotiating Committee**

Nominations and elections for Negotiating Committee positions will take place after the elections outlined in Section 10(b). Negotiating Committee nominations and elections will be conducted for the following positions:

One (1) Whitby Full Time Unit – Inside Employee

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One (1) Whitby Full Time Unit – Outside Employee

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One (1) Whitby Full Time Member at Large

---

One (1) Optional Alternate

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The voting will take place at a bargaining unit membership meeting by secret ballot or electronic vote. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

**(d) Whitby Part Time Negotiating Committee**

Nominations and elections for Negotiating Committee positions will take place after the elections outlined in Section 10(b). Negotiating Committee nominations and elections will be conducted for the following positions:

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At least one (1) Whitby Part Time Member at Large to a maximum of two (2)

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One (1) Optional Alternate

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The voting will take place at a bargaining unit membership meeting by secret ballot or electronic vote. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

**(e) Uxbridge Negotiating Committee**

Nominations and elections for Negotiating Committee positions will take place after the elections outlined in Section 10(b). Negotiating Committee nominations and elections will be conducted for the following positions:

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Two (2) Full Time Year Round Members at Large

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One (1) Optional Alternate

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The voting will take place at a bargaining unit membership meeting by secret ballot or electronic vote. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving

the lowest number of votes in the previous ballot will be dropped.

**(f) Whitby Public Library Negotiating Committee**

Nominations and elections for Negotiating Committee positions will take place after the elections outlined in Section 10(b). Negotiating Committee nominations and elections will be conducted for the following positions:

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One (1) Whitby Public Library Steward

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Two (2) Members at Large

---

One (1) Optional Alternate

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The voting will take place at a bargaining unit membership meeting by secret ballot or electronic vote. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

**(g) Installation of Officers**

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for two (2) years or until a successor has been elected and installed.

(Article B.2.4)

2. The terms of office for Trustees shall be so that one serves for a period of three (3) years, one for two (2) years, and one for one (1) year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three (3) year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.

3. The Oath of Office to be read by the newly-elected Officers is:

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

(Article 11.6(b))

**(h) By-elections**

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

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

**(a) Initiation Fee**

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Recording Secretary  
(Articles B.4.1 and B.8.2)

**(b) Monthly Dues**

(Article B.4.1)

The monthly dues for each member and non-member shall be 1.85% of regular wages.  
(Article B.4.3)

**(c) Amending Monthly Dues**

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot or electronic vote. Notice of at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.  
(Article B.4.3)

#### **(d) Assessments**

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

(Article B.4.2)

#### **(e) Temporary Assignment**

Members that are on a Temporary Assignment to Management or Non-Union positions within the Town of Whitby or Uxbridge will be required to continue to pay Union Dues for the duration of the temporary assignment.

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

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed or unable to work because of sickness, or a leave of absence, the member shall be required to pay fees to the Local and readmission fee unless otherwise approved by the membership.

(Article B.8.6)

Members that are on a Temporary assignment to Management or Non-Union positions within the Town of Whitby or Uxbridge will not be allowed to attend Local 53 Executive and/or Membership Meetings and will not have a vote in business of the Local for the duration of their assignment.

### **SECTION 13 – EXPENDITURES**

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

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

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



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

Authorization to pay per capita tax to CUPE National, to CUPE Ontario Provincial Division, or any labour organization the Local Union is affiliated with, is not required. (Article B.4.4)

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

In the case of a grant or a contribution to a cause(s) outside of CUPE greater than two thousand dollars (\$2,000.00), a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven (7) days after the meeting where notice of motion has been given.

(d) No Officer or member of Local 53 will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these bylaws.

**SECTION 14 – HONORARIUMS**

Local Union Officers and committee members shall be provided an honorarium for the year paid in equal monthly instalments as follows:

President	\$6,000.00
Vice-President (Outside)	\$4,800.00
Vice-President (Inside)	\$4,800.00
Vice-President (Uxbridge)	\$4,800.00
Vice-President (Part-time)	\$4,800.00
Vice-President (Whitby Public Library)	\$4,800.00
Recording-Secretary	\$4,800.00
Secretary-Treasurer	\$4,800.00
Chief Steward	\$4,800.00
Communications Officer	\$3,200.00
Stewards	\$2,400.00

The Local shall provide a cellular service for the President, Vice-President(s) and Chief Steward.

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

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 53 is committed to removing barriers within its control so that all members have equal access to participation.

(a) When it is practical and demand warrants, Local 53 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in

the case of dependent care or elder care, members will be reimbursed to a maximum of the living wage for the area for each hour of required care. Reimbursement will be provided upon proof of payment.

- (b) Any member who is on authorized Local 53 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

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

- (a) Except for the President's option [Section 9(a)], all delegates to conventions, conferences, and educationals shall be chosen by election at membership meetings, with the exception of the CUPE National Convention, which shall be limited to members of the Executive Board.
- (b) Delegates attending the Ontario Convention shall have an elected member from the Whitby Part Time Unit and from the Uxbridge Unit and from the Whitby Public Library Unit. In the event that a delegate from the Whitby Part Time Unit or from the Uxbridge Unit or from the Whitby Public Library Unit is not elected, a member from the Whitby Full Time Unit may be elected.
- (c) Delegates to the Durham Northumberland District Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages.
- (d) Delegates to the Durham Labour Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall report at each Local Union membership on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages.
- (e) All delegates attending conventions, conferences, or educationals shall provide a verbal or written report at the next membership meeting.
- (f) All delegates attending conventions, conferences, or educationals held outside

of Region of Durham shall be paid transportation expenses (at economy, tourist or coach rates) as determined by the Secretary-Treasurer. A per diem allowance of one hundred dollars (\$100.00) for meals and expenses per full day or fifty dollars (\$50.00) per half day required to attend including travel days. The Local Union will reimburse the member's employer for any loss of wages.

- (g) Delegates to conventions, conferences, and educationals shall have no travel allowance when held within the Region of Durham. There shall be a per diem allowance of twenty-five dollars (\$25.00) per day for meals and expenses incurred by attendance at the convention, conference or educational, where no meal is provided. The Local Union will reimburse the member's employer for any loss of wages.
- (h) Local 53 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.
- (i) Local 53 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.
- (j) Any delegates attending conventions, educational programs and seminars must have fifty percent (50%) attendance of regular membership meetings for the previous twelve (12) months prior to the motion being carried, with the exception of a rotating shift member.
- (k) All delegates attending conventions, educational programs and seminars will agree to the following:
  - Reimburse the Local for registration fees, which have to be paid in advance if attendance, if they fail to attend for part of or for the complete convention, educational program or seminar.
  - Reimbursement the Local for any per diem paid on a day that the candidate failed to attend.
  - Failure to reimburse the Local will result in the member being disqualified for attending at future CUPE seminars.
  - The Executive Board will assess any "Just Cause" for failure to attend. However, a repetition of non-attendance for all or part of a seminar etc. could result in non-eligibility for the following twelve (12) months.
  - Candidates will be asked to sign a reimbursement form, before attending any convention, educational program or seminar, and this form will include the above caution.
- (l) Any appointed or elected delegate conducting business for the Local shall be reimbursed by the Local for any lost wages, registration fees, accommodation expenses and travel expenses. Mileage to be paid at a rate of fifty-nine cents per kilometre (\$0.59/km), or as updated by the Town of Whitby, when destination exceeds twenty kilometre (20km) roundtrip, however carpooling is recommended. In the event that the business is out of province the most economical method of travel is

recommended. Uxbridge Elected Representatives will be reimbursed at the rates above for attendance at CUPE 53 Executive Meetings.

- (m) Transportation expenses for any member representing the Local will be determined by the Executive Board.
- (n) If any member disagrees with any of the amounts decided on by the Executive Board, they can appeal to the membership, and it would then be voted on by the membership with a majority of more than fifty percent (50%) required.

## **SECTION 17 – COMMITTEES**

### **(a) Special Committees**

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two (2) members of the Board may sit on any special committee as ex-officio members.

#### **1. Whitby Full Time Negotiating Committee**

This will be a special committee established at least six (6) months prior to the expiry of the Local Union's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement. The committee shall consist of the President, Whitby's Chief Steward, three (3) Whitby Full Time members and an optional alternate, all elected at a membership meeting. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 53's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educationals, when possible.

#### **2. Whitby Part Time Negotiating Committee**

This will be a special committee established at least six (6) months prior to the expiry of the Local Union's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement. The committee shall consist of the President, Chief Steward, Part Time Vice-President and at least one (1) Whitby Part Time member to maximum of two (2) Whitby Part Time members and an optional

alternate, all elected at a membership meeting. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 53's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educationals, when possible.

3. Uxbridge Negotiating Committee

This will be a special committee established at least six (6) months prior to the expiry of the Local Union's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement. The committee shall consist of the Uxbridge Vice-President, Uxbridge Steward, two (2) members and an optional alternate, all elected at a membership meeting. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 53's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educationals, when possible.

4. Whitby Public Library Negotiating Committee

This will be a special committee established at least six (6) months prior to the expiry of the Local Union's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement. The committee shall consist of the Whitby Public Library Vice-President, one (1) Whitby Public Library Steward, two (2) members and an optional alternate, all elected at a membership meeting. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 53's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educationals, when possible.

(b) Permanent Committees

The Chairperson of each permanent committee will be elected by the members at a membership meeting. Permanent committees will have a term of two (2) years. The

Chairperson and the Executive Board may, with the approval of the membership, jointly appoint other members to serve on a committee. Committees will provide written reports to each regular membership meeting. The Vice-President shall be a member, ex-officio, of each committee.

There shall be five (5) permanent committees as follows:

1. Grievance Committee

This committee will:

- Oversee the handling of all local grievances.
- Receive copies of all grievances.
- Prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the Collective Agreement, this committee will decide whether or not the grievance should proceed to arbitration.
- If the decision is to not proceed, the grievor(s) may appeal the decision to the Executive Board.

The committee members will be the Chief Steward as chairperson and all Stewards. The committee shall appoint its secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

2. Health and Safety Committee

Three separate Health and Safety Committees: one combined committee for the Whitby Full Time Unit and Whitby Part Time Unit, one committee for the Uxbridge Unit and one committee for the Whitby Public Library.

Each committee will:

- Work to educate members on the importance of workplace health and safety.
- Prepare and present reports to the regular membership meetings.
- Organize an April 28<sup>th</sup> Day of Mourning ceremony each year.
- Participate on the Joint Worksite Health and Safety Committees

(JWH&SC) at their workplace.

- Ensure that the worker representatives on the JWH&SC meet separately from the employer to prepare for meetings with the employer.
- Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
- Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
- Work to eliminate all workplace hazards, be they physical, environmental, or social.

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

The committee members will be the elected chairperson, four (4) elected members and two (2) elected alternate(s). The committee shall appoint its secretary from among its members.

The terms of office for members of this committee shall be so that one (1) serves for a period of three (3) years, one (1) for two (2) years, and one (1) for one (1) year. Each year thereafter, the Local Union shall elect member(s) of this committee for a three (3) year period.

### 3. Membership Support Committee

This committee will:

- Visit members who are ill, when applicable.
- If a member is ill for more than five (5) working days, arrange some token of the Local Union's concern and desire to help, whether the member is at home or in hospital. The token to be a value not greater than seventy-five dollars (\$75.00), to a maximum of once per member per year.
- Extend the Local Union's condolences in the event of the death of a member or one of their immediate family, and make other appropriate gestures in accordance with custom or the wishes of the family concerned. The financial condolences not to exceed one hundred and fifty dollars (\$150.00).
- Provide a member a gift of no greater than one hundred and fifty dollars (\$150.00) upon the birth or adoption of a child.



- Provide a member a gift of no greater than five hundred dollars (\$500.00) upon retirement.
- Each work place shall elect their own Membership Support Committee member and that person shall responsible for their work place.
- All CUPE personal appeals must include the member's full name and mailing address. The appeal must benefit the member or their legal dependent(s) and must be endorsed by the member's Local.
- Personal appeals submitted by CUPE shall be voted at membership meetings. A maximum of fifty dollars (\$50.00) for a Durham Region Local and twenty- five dollars (\$25.00) for a non-Durham Region Local.
- All CUPE Strike appeals will be immediately supported and receive two hundred and fifty dollars (\$250.00) unless otherwise approved by the membership.

#### 4. Social Committee

This committee will:

- Arrange and conduct all social, cultural, and recreational activities of the Local Union, either on the committee's own initiative or as a result of decisions taken at membership meetings. The committee shall submit reports and proposals to the Executive Board or to the membership as required.
- A budget for the committee will be fixed annually by the membership but, other than that, all social, cultural, and recreational events and activities shall be self-supporting.

The committee shall include the Communications Officer. The committee members will be the chairperson and a maximum of ten (10) members, and may appoint a secretary-treasurer from among its members.

#### 5. Labour Relations Committee

This committee will:

- The Whitby Labour Relations Committee shall consist of the President, Outside Vice-President, Inside Vice-President, Part Time Vice-President and any other member(s) of the Executive Board appointed by the President.
- The Uxbridge Labour Relations Committee shall consist of the President



or designate, Uxbridge Vice-President and a member of the Uxbridge Unit appointed by the President.

- The Whitby Public Library Labour Relations Committee shall consist of the President or designate, Whitby Public Library Vice-President and three (3) members of the Whitby Public Library Unit appointed by the President.
- Meet and present Management with problems / potential problems as well as Labour/Management issues of the workplace brought forth by the members.
- Report minutes of the Labour Relations Committee meeting to the regular membership meetings.
- A budget for the committee will be fixed annually by the membership but, other than that, all social, cultural, and recreational events and activities shall be self- supporting.

The committee members will be the chairperson and a maximum of ten (10) members, and may appoint a secretary-treasurer from among its members.

## **SECTION 18 – COMPLAINTS AND TRIALS**

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.

(Articles B.11.1 to B.11.5)

## **SECTION 19 – RULES OF ORDER**

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

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

## **SECTION 20 – AMENDMENTS**

## **(a) CUPE Constitution**

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

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

## **(b) Additional Bylaws**

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

- (i) the amended or additional bylaws do not conflict with the CUPE Constitution;
- (ii) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
- (iii) notice of the intention to propose the amended or additional bylaws was given at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing.

These By-laws shall not be amended, added to or suspended except by two-thirds (2/3) majority of those members present to vote on an amendment.

In order to make a change to the By-laws, a written request has to be made and ten (10) people to second the change in order to establish a change to the By-laws with the exception of the Executive Board.

Notice of motion or thirty (30) days written notice must be given for all By-law amendments.

(Articles 13.3 and B.5.1)

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

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

(Articles 13.3 and B.5.1)

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

Members will receive a copy of Local 53 bylaws, either in paper format or via the Local Union website at <https://cupe53.ca/>. Members requesting a copy of these bylaws will be provided a copy in either French or English as requested. Members with special needs may request a copy of the bylaws in larger font.

# Appendix A

## CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

# Appendix B

## CODE OF CONDUCT

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

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

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 53, or any other CUPE chartered body. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings, and activities by other CUPE bodies. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As CUPE members, staff, and elected officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

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

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

persons' mental and/or physical well-being.

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.
4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.
7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding officer shall consult the National President.

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

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

# Appendix C

## RULES OF ORDER

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

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



22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided any two (2) members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members are allowed to leave a meeting with the permission of the Chairperson; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

## Appendix D

### **CREDIT CARD POLICY**

The Local 53 credit card was introduced as an alternative purchasing and payment mechanism to improve payment performance, simplify clerical processes, provide more effective cash management and better service delivery for members.

Benefits to the local and its members will be:

- Faster receipt of goods and services
- Increased flexibility
- Less reliance on cash and/or cheques
- Prompt and reliable recording of financial transactions

#### **Credit Limit**

The credit limit on the Local 53 credit card has been set at \$30,000.

#### **Amending the Existing Credit Limits**

Proposed amendments to the existing credit limit shall be identified by the cardholder and brought to the Executive and the membership for approval.

#### **Retention and Use of the Credit Card**

The Local shall retain 1 copy of the credit card.

The President shall be the only authorized person to use the credit card and sign on behalf of the Local and its members.

When the President position within the Local changes, the signing authority and responsibility of the credit card shall immediately change. The card issued in the existing President's name shall be immediately submitted to the Local and immediately destroyed. A new card shall be issued in the newly elected President's name.

The use of the credit card shall be for, but not limited to, the following transactions:

- Hotel/accommodations
- Airline reservations and payment
- Ground transportation including bus service, car rental, shuttles, taxi, etc.
- Fuel
- Payment of meals
- Booking facilities for union functions

- Online purchases

An expense voucher shall be submitted for all charges on the credit card and a receipt shall be included.

### **Misuse**

The Local 53 credit card shall not be used for any personal purchases or financial transactions whatsoever.

The Local's Executive members shall have the authority to cancel/terminate usage of the credit card where misuse is suspected/determined.

### **Accountability**

The Secretary-Treasurer shall make available all transaction records and monthly statements of the credit card available to the trustees for the annual audit.

*SR:mm/cope491*