



BY-LAWS

Revised and approved by the membership on 2023-06-24
Approved by CUPE National on 2024-01-12
Rd/cope491

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YOU ARE THE UNION

A few *DO*'s and *DONT*'s calculated to test the sincerity of *WE*, who are the *UNION*:

- DO* Read the constitution.
- DO* Read the by-laws.
- DO* Read the Collective Agreement.
- DO* Attend as many meetings as possible.
- DO* Get acquainted with the Steward in your area.
- DO* Learn the difference between a legitimate grievance and a complaint whether such be frivolous or well founded.
- DO* Memorize the order of business and follow it when attending meetings (when in doubt ask guidance from the chair).
- DO* Think before *you* vote.

- DON'T* Say "Why doesn't the Union...", instead say "Why don't *we*".
- DON'T* Stay away from meetings and gripe about decisions afterwards.
- DON'T* Go over the head of *your* Steward.
- DON'T* Think that if things are not to our liking there just isn't anything *you* as individuals can do about it.
- DON'T* Believe the Union is not vitally important to *us*. Next to *our* home and family, the Union is *our most important interest*.
- DON'T* Hesitate to bring to the attention of the meeting *your* problems; they are the Union's problems too.

PREAMBLE

In order to improve the social and economic welfare of its Members without regards to sex, race or creed, to promote efficiency in public employment and to manifest its belief in the value of the unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following by-Laws are adopted by the Local pursuant to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 - NAME

The name of this Local shall be: The Canadian Union of Public Employees, Local 1011 (The Halton District School Board)

SECTION 2 - OBJECTIVES

The objectives of the Local are to:

- a) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- b) Support CUPE in reaching the goals set out in Article 2 of the CUPE Constitution;
- c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- d) Encourage the settlement by negotiation and mediation of all disputes between the members and their employers;
- e) Secure, support and encourage Union education for all members so as to enhance the skill and ability in trade unionism.

2.1 MEMBERSHIP

2.1a) Qualifications for Membership

The Local 1011 Executive Core, in its sole discretion, may admit as a new member of the Local any who has:

- i) Paid the membership fee

- ii) Agreed to abide by the rules and regulations of CUPE Local 1011 by-laws and CUPE Constitution.

No services shall be provided by CUPE Local 1011 to non-members.

2.1b) Benefits of Membership

Members shall enjoy the following rights of membership:

- (i) The right to vote at annual and special meetings of members;
- (ii) All rights of members otherwise set out in the Constitution, the articles and the by-laws of CUPE Local 1011.

SECTION 3 - INTERPRETATION & DEFINITIONS

- a) Masculine pronouns shall be understood to include the feminine gender;
- b) Numbers of Articles at the end of sections or sub-sections refer to relevant articles of Appendix "B" of the CUPE Constitution, which should be read in conjunction with these by-laws;
- c) National Office refers to CUPE Headquarters, Ottawa and the abbreviation "CUPE" is always used with national connotation unless otherwise stated;
- d) The phrase "The Board" is in reference to the Executive Board of CUPE Local 1011.

SECTION 4 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL

- a) Executive and General Membership Meetings shall be held on the last Saturday of each month at a specified time unless some change is agreed to at a previous meeting.

The meetings shall be held at a centrally located facility in the East, West and North on a rotating basis, or when space permitted, can be held at CUPE 1011 office in place of any of the regions at the discretion of the Executive. The Executive with notice may have a meeting in a virtual format when necessary.

- b) No General meetings will be scheduled for July, August, and December unless scheduled by the Executive for a special purpose under SECTION 4(c). Executive meetings shall be scheduled at least once during school summer closure and during December.

- c) Special Membership Meetings may be ordered by the Executive Board on request in writing by not fewer than twenty (20) members. The President shall immediately call a special meeting when so ordered or requested and shall see that all Members receive at least forty-eight (48) hours notice of such Special Meeting and the subject(s) to be discussed. No business shall be transacted at the Special Meeting other than that for which the meeting called and notice given. The Executive with notice may have a special meeting in a virtual format when necessary.
- d) A Special Membership Meeting may be requested by CUPE NATIONAL, CUPE ONTARIO, or The ONTARIO SCHOOL BOARD COUNCIL of UNIONS (OSBCU). The President shall see that all members receive at least forty-eight (48) hours notice of the Special Meeting. No business shall be transacted at the Special Meeting other than that for which the meeting called and notice given.
- e) A Quorum for the transaction of business at any General or Special Membership meeting shall be ten (10) members, including at least three (3) members of the Executive Board.

THE ORDER OF BUSINESS AT A REGULAR MEMBERSHIP MEETING IS AS FOLLOWS:

1. Acknowledgment 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 of the previous meeting.
6. Matters arising out of the previous meeting.
7. Treasurer's Report.
8. Communication and Bills.
9. Executive Board report.
10. Reports of Committees and Delegations.
11. Nominations Elections or Installations.
12. Unfinished Business.
13. New Business.

14. Good of the Union (Health & Welfare).

15. Adjournment.

SECTION 5 - VOTING OF FUNDS

Except for daily operating expenses approved at any membership meeting, no sum over two hundred dollars (\$200.00) shall be spent without membership approval. The Executive Board shall be empowered to spend up to two hundred dollars (\$200.00) with a majority vote of the Executive Board. Daily expenses shall include, but not limited to computer supplies, fax paper, letterhead, envelopes, labels, etc.

Appeals

- a) All non-CUPE Appeals received by CUPE Local 1011 will be received and filed by the Recording Secretary, and not brought to the floor for action.
- b) All Appeals from CUPE National and CUPE Ontario will be brought to the General Membership for approval.
- c) All CUPE personal appeals when approved by the General Membership will receive a maximum donation of twenty-five dollars (\$25.00).
- d) All CUPE strike appeals when approved by the General Membership will receive a maximum donation of fifty dollars (\$50.00).
- e) All Appeals for financial assistance from members of CUPE Local 1011 will be brought before the membership of CUPE Local 1011 for consideration. Such appeals shall include, but are not limited to, assistance with benefits coverage when long-term absences have caused benefit coverage to lapse.

SECTION 6 - EXECUTIVE OFFICERS, STEWARDS & TRUSTEES

- a) The Executive Officers of the Local shall be, as of October 31st 2009:

PRESIDENT

VICE PRESIDENT

RECORDING SECRETARY

TREASURER

CHIEF STEWARD

SERGEANT-AT-ARMS

STEWARDS (4) Area 1. Burlington
Area 2. Oakville
Area 3. Milton
Area 4. Acton & Georgetown

- b) There shall be three (3) Trustees
In order to provide consistency and knowledge, at the first election of the local union, the Trustees shall be elected so that one (1) shall serve for a one (1) year period, one (1) for a two (2) year period and one (1) for a three (3) year period. After that, one (1) Trustee shall be elected each year for a three (3) year term, or in cases of vacancies occurring elect a Trustee to fill the remainder of the unexpired term so that overlapping terms of office are maintained.
- c) In September, prior to the October election, the Chief Steward, will through CUPE Ontario Division Education Department, set up a training session for the second weekend in November, after the October election, for the newly elected Executive on the "Duty of Fair Representation". Each member elected to the Executive must attend this course to be eligible to sit as an Executive member of CUPE Local 1011. Failure to attend without having submitted good reason will result in having their office declared vacant and shall be filled by an election at the January Membership Meeting.

SECTION 7 - EXECUTIVE BOARD

- a) The Executive Board shall comprise of all Officers and Stewards, except Trustees.
- b) The Board shall meet at least once every month.
- c) More than 50% constitutes a quorum of the Executive Board.
- d) The Executive Board shall hold title to any real estate of the Local as Trustee for the Local. They shall have no right to sell, convey, or encumber any real estate without given notice and then submitting the proposition to a membership meeting and having such proposition approved.
- e) The Executive Board shall do the work delegated to it by the Local membership and deal with all grievances of Members as submitted to the Executive Board in the reports of the Grievance Committee. The Executive Board shall be held responsible for the proper and effective functioning of the Grievance Committee.

- f) Should any Board member fail to answer the roll call for three (3) consecutive membership meetings or three (3) consecutive Board meetings without having submitted good reason for those failures, their office shall be declared vacant and shall be filled by an election at the following membership meeting. (Article B.2.5)

SECTION 8 - DUTIES OF OFFICERS

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 1011 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)

1. THE PRESIDENT SHALL:
 - a) Preside at all Membership Meetings of the Local;
 - b) Attend all Membership Meetings;
 - c) Attend all Executive Meetings;
 - d) Be chairperson at Executive Board Meetings;
 - e) Sign each order on the treasury only as authorized and when ordered by the local Union;
 - f) Enforce the CUPE constitution and these by-laws;
 - g) Decide all questions of order and procedure (subject always to appeal to the membership);
 - h) Have a vote on all matters (except appeals against his ruling) and in case of the vote in any matter, including elections have the right to cast the deciding vote;
 - i) Enforce membership or Board decisions or fines and penalties ensure that all officers perform their assigned duties;
 - j) Fill committee vacancies where elections are not provided for;
 - k) Introduce new members and conduct them through the initiation ceremony;

- l) Sign cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, by-laws or vote of the membership and not sign any blank cheques. All cheques must be made out in full before signing them;
- m) Be allowed the necessary funds to reimburse himself or any officer for expenses incurred on behalf of the Local, supported by vouchers, up to but not exceeding two hundred dollars (\$200.00).
- n) While in office, have first preference as a delegate to CUPE National Conventions, Ontario Division Conventions, Ontario School Board Council of Unions (OSBCU) and all seminars and Schools put on by CUPE as per Section 13 and 14 of the CUPE Local 1011 by-laws. The President shall be an ex-officio member of all committees within the Local;
- o) While in office the President will be granted up to two (2) days leave of absence per month from their position with the Halton District School Board to conduct Union business on behalf of Local 1011. The Halton District School Board will be reimbursed for the cost of this leave of absence.

2. VICE-PRESIDENT SHALL:

- a) Attend all Membership Meetings;
- b) Attend all Executive Board Meetings;
- c) If the President is absent or incapacitated, perform all duties of the President;
- d) If the office of President falls vacant, be acting President until a new President is elected;
- e) Render assistance to any member of the Board as directed by the Board;
- f) Represent the Local on the Employee Assistance Program Steering Committee;
- g) Act as the Local's representative to the Joint Health & Safety Committee;
- h) Attend training courses on Occupational Health and Safety for certification;
- i) While in office the Vice President or Chief Steward will be granted one (1) day leave of absence per month from their position with the approval from the President or designate from the Halton District School Board to

conduct Union Business on behalf of Local 1011. The Halton District School Board will be reimbursed for the cost of this leave of absence.

3. THE RECORDING SECRETARY SHALL:

- a) 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.

(Article B.3.3)

- b) Minutes of the General Membership Meetings will be made available to the General Membership at the following General Membership Meeting, which will include a copy of the full financial report presented by the Secretary Treasurer in accordance with Article B. 3.6 of the CUPE Constitution;
- c) Record all amendments and fulfill other secretarial duties as directed by the President;
- d) File a copy of all letters sent out and keep on file all communications;
- e) Prepare and distribute all circulars and notices to Members;
- f) Have all books and papers ready on reasonable notice for auditors and trustees;
- g) On termination of office, surrender all books, seals and other properties of the Local to his successor;
- h) Preside over Membership and Board meetings in the absence of both the President and Vice-President;
- i) Be empowered with the approval of the Membership to employ necessary stenographic or other assistance to be paid out of the Local's funds;
- j) Sign cheques and ensure that the National Constitution, by-laws or vote of the Membership uses the Local's funds only as authorized or directed;
- k) Attend all Membership meetings, and Executive Board meetings;
- l) The Recording Secretary shall perform such other duties as the Local Union, or Constitution may direct as in Appendix B-B.3.3 of the CUPE Constitution;

- m) The draft meeting minutes shall be presented to the executive five (5) days prior to the next General Membership meeting;
- n) While in office the Recording Secretary will be granted one (1) day leave of absence per month from their position with the Halton District School Board to conduct Union business on behalf of Local 1011. The Halton District School Board will be reimbursed for the cost of this leave of absence.

4. THE TREASURER SHALL:

- a) 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.

(Article B.3.4 to B.3.8)

- b) The Treasurer and all other officers authorized to sign on behalf of the Local Union or other chartered organizations, shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer and distributed to all chartered organizations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer in accordance with Article 9.3(k).

(Article B.3.5)

- c) The Treasurer shall regularly make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period between meetings. It shall be the duty of the Treasurer to keep on file all receipts for money sent to the Canadian Union of Public Employees National Office in Ottawa during the year.

(Article B.3.6)

- d) Make all books available for inspection by the Trustees and/or auditor on reasonable notice. Ensure that 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.

(Article B.3.4 to B.3.8)

- e) The Treasurer shall forward to the National Secretary-Treasurer of the Canadian Union of Public Employees, on the official monthly report forms provided, not later than the last day of each month, all financial obligations for the previous month owing to the Canadian Union of Public Employees. The Treasurer shall forward one dollar (\$1.00) of each

initiation fee on all members admitted (except for those named on the list forwarded with the application for a charter) along with the per capita tax on all dues received by the Local Union. The report should also set out the number of those initiated, reinstated, suspended, and expelled and the number of members on whom per capita is being paid.

(Article B.3.8)

- f) Prepare all CUPE per capita tax forms and remit payment, when necessary;
- g) Pay no money unless supported by voucher duly signed by the Treasurer and either the President or Recording Secretary, except that no voucher shall be required for payment of per capita tax fees to any organization to which the Local is affiliated;
- h) Not later than February 28th each year furnish each member on the forms supplied by the National Office with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year;
- i) Be empowered with the approval of the Membership to employ necessary clerical assistance to be paid out of the Local's funds;
- j) At the end of his/her term of office, the Treasurer shall turn over to his or her successor, all properties and assets, including funds, books and records belonging to the Local Union. Any Treasurer who cannot qualify for a bond shall immediately be disqualified from office and the Local Union shall proceed with the election of another Treasurer;

(Article B.3.9)

- k) Notify all members who are one month in arrears and report to the Board all members two or more months in arrears;
- l) Sign all cheques and ensure that the Local Union's funds are used as only as authorized or directed by the CUPE Constitution, Local by-laws or vote of the Membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.

(Article B.3.4 to B.3.8)

- m) Attend all Membership Meetings and Executive Board meetings;
- n) While in office the Treasurer will be granted one (1) day leave of absence per month from their position with the Halton District School Board to conduct Union business on behalf of Local 1011. The Halton District School Board will be reimbursed for the cost of this leave of absence.

5. THE CHIEF STEWARD SHALL:

- a) Attend all Membership and Board meetings;
- b) Chair the Grievance Committee;
- c) Assist the Grievor and Steward in steps 1 and 2 of the Grievance procedure;
- d) Take part in Union Committees;
- e) Attend basic and advanced Steward's Training Courses, unless previously accredited;
- f) Attend training courses on Occupational Health and Safety for certification;
- g) Act as the Local's alternate representative to the Joint Health and Safety Committee.
- h) While in office the Chief Steward or Vice President will be granted one (1) day leave of absence per month from their position with the approval from the President or designate from the Halton District School Board to conduct Union business on behalf of Local 1011. The Halton District School Board will be reimbursed for the cost of this leave of absence.

6. THE SERGEANT-AT-ARMS SHALL:

- a) Attend all Membership and Board meetings;
- b) Guard the inner door at Membership meetings and admit no one but members in good standing or officers and officials of CUPE except on the order of the Vice-President and by consent of the members present;
- c) Not permit any member to retire from a meeting without permission of the Vice-President or designate;
- d) Examine all present at meetings and report to the Vice-President any without Membership cards, and allow none without Membership cards to remain;
- e) Obtain the names of those awaiting initiation, reporting these names to the Chairperson;
- f) Perform such other duties as may be assigned by the Board from time to time;

- h) If absent be replaced by a Steward for the duration of the meeting;
- i) Act as the locals Health & Wellness representative.
- j) At each membership meeting present to the Recording Secretary the attendance of the Local's membership, showing the individual attendance record of members at meetings of the Local.

7. THE TRUSTEES SHALL:

- a) Audit the books of the Treasurer and shall exercise general supervision over the property of the Local Union. Such general supervision shall include, but not be limited to, ensuring that the Treasurer complies with the provisions of Article B.3.6 and B 3.7 of the National Constitution;
- b) The auditing process will include the Treasurer, and may include the Recording Secretary and the chairs of the local Standing Committees;
- c) Act as an auditing committee on behalf of the members, audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees, inspect or examine all properties, stocks, bonds, and all other assets of the local at least once every calendar year.

(Article B.3.10 to B.3.12)

- d) The Trustees shall make a written report of their findings to the first Membership meeting following the completion of both audits, (May and November, as Per Appendix B 3.12 (c). The final audit of the calendar year will be submitted to CUPE National Office in accordance with the CUPE Constitution Appendix B B3.12;
- e) At the completion of their audit, the Trustees shall submit in writing to the President and 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 Treasurer in an organized, correct, and proper manner.

(Article B.3.12 (b))

- f) The Trustees shall send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer) as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and the Treasurer's response to the National Secretary-Treasurer of the Canadian Union of Public Employees with a copy to the assigned National Servicing Representative.

(Article B.3.12 (c))

- g) Where a Local Union hires the services of a qualified accountant or accounting firm, the auditing of the Local Union's books and financial records shall be done in accordance with the procedures outlined in Article B.3.12 of the National Constitution. Completion of the audit by a qualified accountant or accounting firm shall not relieve the Trustees of their ongoing obligation to exercise general supervision over the property of the Local Union, as set out in Article B.3.10 of the National Constitution, or to make a written report to the membership as set out in Article B.3.12 (b) and (c), nor relieve the Treasurer of his/her obligations under Article B.3.7 to respond to any recommendations and/or concerns raised as a result of the Audit.

(Article B.3.13)

- h) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;
- i) Ensure that proper financial reports have been made to the membership;
- j) Audit the record of attendance;
- k) Members elected to the position of Trustee will not be eligible to be elected to or serve on any committees of Local 1011 during their term of office. (CONFLICT OF INTEREST)

TRUSTEES AUDIT

The Trustees and Treasurer will be granted a leave of absence from their positions with the Halton District School Board for each audit meeting. The Halton District School Board will be reimbursed for the cost of these leave of absences.

8. THE STEWARDS Shall:

- a) Assist Grievor in steps 1 and 2 of the Grievance procedure;
- b) Assist Chief Steward;
- c) Attend Executive Board Meetings and General Membership meetings;
- d) Attend Steward Training Courses within one year (12 months) of being elected to office, unless the courses have been previously accredited;
- e) Take part in Union committees;
- f) Be available to the Membership.

SECTION 9 - EXPENSES

1) The following honorariums will be provided:

PRESIDENT:	\$1200.00 per annum, payable quarterly and pro-rated for the number of months in office each year.
VICE-PRESIDENT:	\$900.00 per annum, payable quarterly and pro-rated for the number of months in office each year.
RECORDING SECRETARY:	\$900.00 per annum, payable quarterly and pro-rated for the number of months in office each year.
TREASURER:	\$900.00 per annum, payable quarterly and pro-rated for the number of months in office each year.
CHIEF STEWARD:	\$900.00 per annum, payable quarterly and pro-rated for the number of months in office each year.
SARGEANT-AT-ARMS:	\$400.00 per annum, payable quarterly and pro-rated for the number of months in office each year.
STEWARDS:	\$250.00 per annum, payable quarterly and pro-rated for the number of months in office each year.

2) THE FOLLOWING OUT OF POCKET EXPENSES WILL BE PROVIDED:

Childcare Expenses:

If incurred for the purpose of fulfilling Union obligations (except General Membership meetings), these expenses will be reimbursed by the Local. The rate shall be set in September of each year as per the YMCA or YWCA in the area.

General Expenses:

Expenses incurred must be outlined in detail with each monthly report, and will be reimbursed, when accompanied by receipts, for all meetings (negotiating, committees, etc.) if the meetings take place outside of normal business hours.

Mileage (Kilometer) Expenses:

Mileage (Kilometer) expenses will be paid on all Union business, with the exception of, General Membership meetings. Mileage (kilometer) expenses will be paid at the rate equal to the Halton District School Board rate at the time the mileage (kilometer) expense is incurred.

SECTION 10 - FEES, DUES and ASSESSMENTS

1) INITIATION FEE

Each application for Membership in the Local shall be directed to the Treasurer and shall be accompanied by an initiation fee of \$1.00 (one dollar) which shall be in addition to regular dues. The Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.

2) DUES

a) Dues for a full-time Member shall be contributed per pay. This rate shall be equivalent to one point seven percent (1.7%) of each full-time Members total bi-weekly pay, exclusive of any premiums, bonuses, or overtime. Deductions shall be made per pay. Two dollars and thirty cents (\$2.30) per pay, per full-time member shall be allocated from dues collected to a "Defence Fund", as per Section 18 - Defence Fund Regulations.

b) Dues for a part-time Member shall be contributed at the rate of one point seven percent (1.7%) of the Member's total bi-weekly pay. Deductions shall be made per pay. One dollar and fifteen cents (\$1.15) per pay, per part-time member shall be allocated from dues collected to a "Defence Fund" as per Section 18- Defence Fund Regulations.

3) RE-ADMITTANCE FEE

The re-admittance fee shall be \$1.00 (one dollar)

4) CHANGES

a) Any changes in the level of the initiation or re-admittance fee or the monthly dues, or the levy of any special assessment, can be affected only by following the procedure for amendment of these by-laws (see Section 17) with the additional provision that the vote must be by secret ballot.

b) Notwithstanding the above provisions, if the CUPE convention raises minimum fees and/or dues above the level herein established these by-laws will be deemed to have been automatically amended to conform to the new CUPE Minima. The CUPE National per capita tax at the time of these by-law revisions (July 2006) is .85% of the Local's average regular

monthly wages. The CUPE Ontario per capita, (Payable quarterly), is \$1.25 per month, per full-time member and pro-rated for part-time members.

- 5) Special Assessments may be levied in accordance with Article B.4.2 of the CUPE National Constitution.

SECTION 11 - NON-PAYMENT OF DUES and ASSESSMENTS

Any Member in arrears for a period of three months or more shall be automatically suspended and the Treasurer shall report his suspension to the Executive Board. The Executive Board shall report to the next Membership meeting with a recommendation.

Any Member under suspension wishing to be reinstated shall, upon application, pay the re-admittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected.

If a member has been unemployed/laid off or unable to work because of sickness or with just cause, they shall pay the re-admittance fee but may not be required to pay the arrears.

SECTION 12 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

1. NOMINATIONS

- a) All nominations shall be received at the regular Membership meeting, the month prior to the month of elections. Should the nominee be unsuccessful in acquiring the nominated position then the Member shall be free to stand for election for any vacant positions that have not been previously secured on the election day.
- b) To be eligible for nomination a member shall have attended at least (five) 5 of the (nine) 9 membership meetings held in the previous (twelve) 12 months. If less than nine (9) meetings have been held in the previous twelve (12) months then to be eligible for nomination a member shall have attended at least (fifty percent) 50% of the general membership meetings held in the previous twelve (12) months; or, in the period he/she was a Member, if less than one (1) year, unless a valid reason acceptable to the Local is given for non-attendance by the next Membership meeting.
- c) No nominations shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting his/her consent in writing, duly witnessed by another member.
- d) No member shall be eligible for nomination if he/she is in arrears of dues and /or assessments.

e) For the Trustee positions 1(b) will not apply.

2. ELECTIONS

- a) The elections shall take place biennially in the month of October beginning in 1976. A Representative of the Canadian Union of Public Employees will preside over the Elections.
- b) The Executive Board shall determine the form of the ballot and ensure that sufficient quantity is made available in good time to the Returning Officer.
- c) Returning Officers should be elected from the membership at the General Membership meeting prior to the election. Returning Officers should not hold a position in the Local and cannot run for office. The Returning Officer shall be responsible for issuing, collecting, and counting ballots. He/she must be scrupulously fair and impartial and see that all arrangements are unquestionably democratic.
- d) The voting shall take place at a Membership meeting in October; the vote shall be by Secret Ballot. Voting to fill one office shall be conducted and completed and recounts dealt with before balloting may begin to fill another office.
- e) A majority of votes cast more than 50% shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes shall be dropped, in case of a final tie vote, the presiding officer may cast the deciding vote.
- f) Any member may request a recount of the votes of any election and a recount shall be conducted if the request is supported, in a vote by at least the number of members equal to the number of members present at the meeting.
- g) When two or more nominees are to be elected to any office by ballot each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

3. INSTALLATION

All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for two years, or until a successor has been elected and installed provided, however, that no term of office shall be longer than three years.

4. BY-ELECTIONS

Should any office fall vacant pursuant to Section 7 (f) of these by-laws for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.

SECTION 13 - DELEGATES TO CONVENTIONS & CONFERENCES

1.
 - a) The President and Vice-President will have first preferences as delegates to the CUPE National and CUPE Ontario Division Conventions.
 - b) The President will also have first preference to all CUPE Conferences put on by CUPE, financial circumstances of Local 1011 permitting and to which the Members elect to send a delegate(s).
 - c) Should the President or Vice-President decide not to attend as a delegate to any of the above mentioned, and should the Membership decide to send a delegate(s) in his/her stead, that delegate shall be chosen from the executive.
2. All Members of Local 1011 are eligible for nomination as a delegate to all conventions and conferences put on by CUPE, for the good of Local 1011.
3.
 - a) Any delegate(s) to conventions or conferences held outside the Halton County Boundaries will be paid an allowance of up to one hundred dollars (\$100.00) per day for expenses. If the convention or conference is held within Halton County an allowance of twenty-five dollars (\$25.00) per day for expenses will be paid.
 - b) The Local will reimburse any loss of salary, (including premiums and bonuses) and benefits, which delegate(s) to a convention or conference would have normally received. (premiums and bonuses would apply only if the member would have received it while working).
 - c) Delegate(s) transportation costs to and from conventions or conferences equal to the most expedient means, will be reimbursed by the Local.
 - d) Hotel accommodations, if required by delegate(s) and approved by the membership, will be reimbursed by the Local.
 - e) No overnight accommodations will be permitted within a 25 km of Halton County Boundaries unless there are extenuating circumstances.
 - f) No member of the Local may attend conventions or conferences at Local 1011 expense without approval of the Membership.

- g) Any member of Local 1011 who attends as a delegate to any convention or conference, at the expense of the Local, will submit a written report to the general membership following such event. The written report must detail content, worth to the local, and how the events and sessions were organized. A copy of the report will be filed with the minutes of the regular membership meeting that it is given.

SECTION 14 - DELEGATES TO SCHOOLS AND SEMINARS

1. Local 1011 shall only spend up to and including 5% of the previous year's gross income on schools and/or seminars in a calendar year - January to December.
2. Delegates to as school or seminar will present a written report to the membership following the school or seminar. The written report must detail content, worth to the local, and how the sessions were organized. A copy of the report will be filed with the minutes of the regular Membership meeting that it is given.
3. All delegates to schools or seminars will be reimbursed for out-of-pocket expenses as follows;
 - a) An allowance of up to one hundred dollars (\$100.00) per day if overnight accommodation is required and no meals provided, or an allowance of twenty-five dollars (\$25.00) per day where no accommodation is required.
 - b) If the school or seminar is sponsored by CUPE Local 1011 an allowance of twenty-five dollars (\$25.00) will be paid (per day).
 - c) All allowances shall be prorated for a full day of class and a full day shall be six (6) hours.
 - d) The Local will reimburse any loss of salary (including any premiums or bonuses) and benefits, which delegate(s) to schools or seminars would have normally received while working.
 - e) Delegate(s) transportation costs to and from schools and seminars, equal to the most expedient means, will be reimbursed by the Local.
 - f) Hotel accommodations, if required by delegate(s) and approved by the membership, will be reimbursed by the Local.
 - g) No overnight accommodation within a 25km radius of Halton County boundaries will be permitted unless there are extenuating circumstances.

- h) No member may attend schools or seminars at Local 1011 expense without approval of the Membership.
- i) Aside from the President who will have first preference as a delegate, any member of the Local is eligible for nomination as a delegate to all schools and seminars put on by CUPE or any other institution for the good of Local 1011.
- j) Due to both the cost and the distance, only regular courses offered in Halton, Hamilton, Niagara, Peel, or Toronto areas that are run by CUPE Ontario or CUPE National, will be eligible for CUPE Local 1011 members to attend.
- k) Weeklong courses run by CUPE Ontario, The Canadian Labour Congress, or the Ontario Federation of Labour will be available to Executive Members only, unless a member from the floor submits a written request to the Membership for approval at a regularly scheduled General Membership meeting. A written report of the course attended shall be submitted to the Recording Secretary for distribution to the members in attendance at the following General Membership meeting.

SECTION 15 - COMMITTEES

COMMITTEES DEFINITION:

SPECIAL COMMITTEES

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

STANDING COMMITTEES

The Chairperson for each standing committee shall be elected by the Members at a Membership meeting. The Chairperson and the Executive Board may with the concurrence of the Membership jointly appoint other members to serve on a committee. The Vice-President shall be a Member, ex-officio of each committee.

NEGOTIATING COMMITTEE

The President shall be the Chairperson and the Vice-President, Sergeant-At-Arms, Recording Secretary, Treasurer and Chief Steward, along with one other member from the Executive Board to be designated alternate, will comprise the Committee. The alternate Member is to be chosen by the Executive Board. The

President, Vice-President, the Recording Secretary, the Treasurer and the CUPE National Representative will sign the contract. The CUPE Representative assigned to the Local 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.

CONTRACT NEGOTIATION PROCEDURE

Notice of a Ratification meeting will be sent, one copy each, to each school/site with CUPE staff, to be posted on the Caretakers Bulletin Board for all CUPE Local 1011 members to see. The notice will be sent out so as to allow at least four (4) days' notice of such meeting. Notice time to be counted from day notice arrives, or should have arrived, at the school/site and the day of the meeting, (example Wednesday delivery to Saturday meeting date would be considered four (4) days' notice). The Notice will state that it is a "Ratification meeting" - the purpose to ratify or reject the Memorandum of Agreement/Settlement between CUPE Local 1011 and the "Board", give the date of the meeting, time the meeting is to begin, and the location of meeting Memorandum of Agreement/Settlement will be presented to membership. Once the Memorandum of Agreement/Settlement has been Ratified, a copy will be made available accordance's to the Collective Agreement Article 6 section 6.08.

The CUPE National Servicing Representative will present the Memorandum of Agreement/Settlement to the members present. Voting will be by secret ballot. Members will be issued a voting ballot and have their name crossed off a voters list as they receive their ballot at the location of the Ratification meeting. Voting will not take place if a quorum is not achieved to allow for the meeting to begin. All employees paying dues to CUPE Local 1011 are entitled to vote to ratify the proposed Collective Agreement.

Ballots will be counted at the adjournment of the Ratification meeting. Three volunteer members at large will count the ballots. More than 50% of those voting must vote in favor of ratification for a new Collective Agreement to be effective. The results will be announced at the end of the count to those in attendance.

Ballots will be held by the Recording Secretary until the next scheduled General Membership meeting where a motion may be made to destroy the ballots.

THERE SHALL BE TWELVE STANDING COMMITTEES AS FOLLOWS:

1. GRIEVANCE COMMITTEE

- a) This committee shall process all grievances not settled at the initial stage and its report shall be submitted first to the Executive Board, with a copy to the CUPE National Representative, then to a Membership meeting.

- b) Grievances must be in writing on the forms provided by the National Office and be signed by the complainant(s) as provided for in the Collective Agreement.
- c) The committee shall be comprised of the President, Vice-President, Sergeant-At-Arms, Recording Secretary, and Chief Steward (and/or any other Steward).

2. EDUCATION COMMITTEE.

It shall be the duty of the committee to:

- a) Arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the Executive Board.
- b) Instruct delegates in the preparation of reports to the membership on schools, seminars, and conferences and maintain a reference file of these reports.
- c) Co-operate with the Executive Board in preparing press releases and other publicity material.
- d) Co-operate with the Executive Board and Public Relations Department of CUPE and with the Regional Education Representative in implementing both the Local and CUPE's policies in these fields.
- e) The Committee will be responsible for coordinating and running educational courses out of Local 1011's office.
- f) The Committee shall be responsible for the rental of the office for educational purposes.
- g) The Committee shall be comprised of between three (3) and five (5) members and shall appoint its secretary from among its members.

3. WELLNESS COMMITTEE.

It shall be the duty of the Committee to:

- a) If a member is ill for more than a week to have sent some token of the Local's concern and desire to help, whether the member is at home or in the hospital.
- b) Where a member is ill at home for more than a week a card shall be sent as a token of the Local.
- c) Where a member is hospitalized or at home recovering from surgery/illness for more than fourteen (14) calendar days, a gift shall be sent as a token of the Local's concern, not to exceed seventy-five dollars (\$75.00) not including taxes or delivery charges. The member will have eight (8) months from the time of illness/surgery to notify the Committee (And the committee shall have the complete authority to decide when a member is truly deserving of such consideration).
- d) For the birth of a child by either a member or their spouse a card of congratulations shall be sent as a token of the Local's best wishes.
- e) To extend the Local's condolences in the event of the death of a member or one of his/her immediate family.
- f) In the event of the death of a member, an immediate member of the family, and an immediate relative by marriage, or retired member, flowers or a donation in lieu of flowers, shall be sent as a token of condolences from the Local. *All others will receive a card of sympathy from the Local as a token of the Local's condolences.

An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchildren, spouse, step-father, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

- g) The committee shall comprise of the Sergeant at Arms, and one (1) to four (4) other members and shall appoint a secretary from among its members. It shall be reimbursed by the Executive Board for expenses incurred in the performance of its duties.

4. SOCIAL COMMITTEE.

It shall be the duty of the committee to:

- a) Arrange and conduct all social and recreational activities of the Local either on the Committee's own initiative or as a result of decisions taken at a Membership meeting.
- b) The Committee shall submit reports and proposals to the Executive Board or to the membership as required. A ceiling for the Committee's net expenditures shall be fixed annually by the Membership but, other than that, all social and recreational activities shall be self-supporting.
- c) The Executive Board shall be held responsible for the proper and effective functioning of this committee.
- d) The Committee shall comprise of between three (3) to five (5) members and shall appoint a Secretary/Treasurer from among its own members.

5. HEALTH AND SAFETY COMMITTEE

It shall be the duty of the Committee to:

- a) To represent the Local and its Members on the Health and Safety Committee. This committee shall be comprised of the Vice-President, chief Steward and three (3) other members.
- b) To assist members in Workers Compensation Board claims, and concerns.

6. EMPLOYEE RELATIONS COMMITTEE.

- a) This Committee shall be comprised of President, Vice-President, Sergeant-at-Arms, Recording Secretary, and Chief Steward. The Treasurer or alternate Executive member maybe invited to attend.
- b) This Committee will meet with management in September of every year and plan a schedule for the upcoming year's meetings.
- c) The agenda will be formed and submitted by the Vice-President of the Local to management prior to the scheduled meetings.
- d) This committee will bring issues forward on the agenda that have been affecting, or will be affecting the membership.
- e) The Vice-President will report back to the membership at the next scheduled regular membership meeting.

7. INFORMATION TECHNOLOGY COMMITTEE

- a) This Committee shall be comprised of three (3) to five (5) members and will inspect the Local's hardware and software yearly.
- b) This committee will make recommendations to the Executive Board in regards to upgrading, purchasing, and installation of hardware and software. When the Local is purchasing new items three (3) quotes will be required and not necessarily the lowest bidder will be accepted.
- c) This Committee will oversee a fixed budget as set out by the Membership at the Membership meeting in September of each year.

8. BY-LAWS COMMITTEE

- a) This Committee shall be comprised of three (3) to five (5) members and will include at least three (3) EXECUTIVE members and at least (1) one General member from the floor.
- b) This Committee will review the existing by-laws annually and/or when requested by a successful motion from the Membership at a regularly scheduled Membership meeting.
- c) This committee will bring forward any proposed amendments according to the process listed in Section 17 of the current by-laws of CUPE Local 1011.

9. STAFFING COMMITTEE

- a) This Committee shall be comprised of three (3) to five (5) members and will include at least (3) three Executive members and at least (1) one General member from the floor.
- b) This Committee will monitor all vacancies, posting, retirements, hiring's, administrative transfers, applicant lists, and any other staff movements.
- c) This Committee will pressure management to fill all vacant positions as promptly as possible.

10. PD DAY COMMITTEE

- a) This Committee shall be comprised of three (3) to five (5) members.
- b) This Committee will work with management in forming the agenda of the day's events.

- c) This Committee will use this opportunity to provide a mix of educational and social items on the agenda for the benefit of the members of the local.
- d) This Committee shall assist members who will be retiring with retirement information and processes.
- e) This Committee will acknowledge the retirees and their years of service. Any acknowledgement that may include a gift will be picked up by the retiree or designate no later than three (3) months after the CUPE 1011 PD day event.

11. DEFENCE FUND COMMITTEE

- a) This Committee shall be comprised of the President, Treasurer, and two members at large (of the Local).
- b) This Committee will follow the directions listed under the defense fund regulations. SEE SECTION 18 DEFENCE FUND REGULATIONS.

12. BARGAINING SUPPORT COMMITTEE

It shall be the duty of the Committee to:

- a) The Committee shall be comprised of all area stewards and any members at large of the local.
- b) The Committee shall support and assist the Bargaining Committee through the bargaining process.

13. LOCAL 1011 COUNCILLOR

- a) A Councillor position will be an optional position by the Executive if the Local desires to have one.
- b) At any time, the Local can remove the Councillor or request a new Councillor.
- c) The Councillor must be a current Member in good standing or a retired member of Local 1011.
- d) The Councillor must have been part of the Executive and have knowledge of history of events with in the Local.

- e) The Local 1011 Councillor will act as a consultant to the President and Executive, and may attend Executive and General Membership meetings and will have a voice, but no vote.
- f) The Councillor will assist the Executive and General Members with inquires.
- g) The Councillor will bring forward suggestions in the ways the Union can improve its policies, procedures, and service to the Members.

14. Committees Description of Duties

- a) Shall be called to attend a meeting at any time.
- b) Discuss issue.
- c) Provide proposals.
- d) Research and information gathering when requested.
- e) One Member will be elected as chair.
- f) Minutes shall be taken for all committee meetings.
- g) Other requests can be requested from Committees.

A Committee may meet when a need is required to do business for the Local or to vote on an issue.

Committees are to present their proposals to the Executive for consultation and approval.

The Executive will present their reports to the General Membership.

15. Committee Appeal Process

Should a Member want to appeal the decision of any Committee, the Member will have 10 (Ten) days to appeal the decision in writing to the President.

SECTION 16 - RULES OF ORDER

All meetings of the Local shall 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 by-laws as appendix

“A”. These rules shall be considered as an integral part of the by-laws and may be amended only by the same procedure used to amend the by-laws.

In situations not covered by Appendix “A” the CUPE Constitution may provide guidance, but if the situation is not dealt with there, BOURINOT’S RULE OF ORDER shall be consulted and applied.

Every Member while speaking shall adhere to the question under debate and avoid all personal, indecorous, or offensive language as well as any poor reflection on the Local or Members thereof.

SECTION 17 - AMENDMENT

1. These by-laws are always subordinate to the CUPE National 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 by-laws and the CUPE National Constitution, the latter shall govern.

Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

2. These by-laws shall not be amended, added to or suspended except by a (2/3) two-thirds Members majority vote by those present at a regular membership meeting, following seven (7) days’ notice at a previous meeting or at least sixty (60) days written notice. *(In accordance with the CUPE National Constitution Articles 13.3 and B.5.1)*
3. No change in these by-laws shall be valid or take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President. *(In accordance with the CUPE National Constitution Articles 13.3 and B.5.1)*

SECTION 18 - DEFENCE FUND REGULATIONS

1. Defence Fund monies are to be deposited promptly into a separate account, with a chartered Canadian bank or trust company, which is a member of the Canadian Deposit Insurance Corporation (CDIC), or a credit union covered by an equivalent deposit insurance.
2. Cheques on this account must be signed by two (2) of the following officers of the Local: President, Vice President, Recording Secretary, or Treasurer.
3. Defence Fund monies are to be kept in a separate account from the Local’s “general operating funds”, and/or accounts. Statements of the Defence Fund account must be prepared at least every three (3) months and submitted to the general membership.

4. The report(s) for the Defence Fund account must be separate from the regular financial report(s).
5. Should Defence Fund monies be invested, it must be deemed that such funds are available upon request. All earnings, interest included, generated from investments of Defence Fund monies must accrue to the Defence Fund account.
6. The Administrative Committee of the fund shall be the President, the Treasurer, and two (2) members-at-large, of the Local.
7. Two dollars and thirty cents (\$2.30) per pay from dues collected from each full-time member will be deposited into the Defence Fund, and one dollar and fifteen cents (\$1.15) per pay from the dues collected from each part-time member will be deposited in the Defence Fund.

SECTION 19 - TRIALS

1. Every Member of CUPE Local 1011 is guilty of an offence against the Constitution who violates any provisions of the Canadian Union of Public Employees Constitution.
2. All charges made against Members or Officers shall be made in *writing* and dealt with in accordance with appendix B. Article XI (11) of the Canadian Union of Public Employees Constitution.
3. Any Member of the Local that brings charges against another Member must meet with the National Servicing Representative, President (or other Executive Board member, if it is the President that is being held to charges), and the Recording Secretary as well as the Member that is being charged. This meeting will be held as a possible mediation before proceeding to jury selection.
4. The final selection of the Trial Committee shall consist of selected Members, who will be granted a leave of absence, if necessary, from their position with the Halton District School Board to conduct the Trial Procedure.
5. The Halton District School Board will be reimbursed for the Employees cost should a leave of absence be necessary.
6. Any Member requested to attend a trial proceeding and having to book time off work to give evidence at a trial will be reimbursed at their regular rate of pay for only the time they are in actual attendance at the trial proceedings. All other time booked off from work will be at the Members own expense.

SECTION 20 - CONFIDENTIALITY

Upon being admitted to the membership of CUPE Local 1011, Members are deemed to have entered into a confidentiality agreement with CUPE Local 1011 and shall not disclose to third parties any information pertaining to CUPE Local 1011 and the CUPE Local 1011 Membership which, directly or indirectly,

- a) could be prejudicial to the interests of CUPE Local 1011 or membership,
- b) could place CUPE Local 1011 or membership at a competitive disadvantage with respect to existing or,
- c) could cause material damage to the reputation or image of CUPE Local 1011 or membership.

except for information which is generally known, other than as a result of a disclosure in breach of this paragraph, is rightfully in the possession of a Member prior to the date when the information was disclosed to the Member by CUPE Local 1011, or becomes available to the Member on a non-confidential basis from a source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation.

SECTION 21 - STRIKE

- a) A strike vote shall be carried out in the manner prescribed by CUPE National, CUPE Ontario, OSBCU, or CUPE Local 1011.
- b) In the event of a successful strike vote, a Strike Committee shall be struck consisting of members of the Executive, Bargaining Committee, Bargaining Support Committee, and any interested General Members.
- c) Where a decision to strike has been decided in the manner herein prescribed, and so ordered, every member shall endeavour to support the strike in a sincere and conscientious manner.
- d) The Local's strike policy shall be available at all times in the Union office and shall be distributed to all Members before the commencement of a strike.
- e) Every Member shall comply with the strike policy of the Local. Anyone crossing a picket line to do work that undermines the strike is considered a Scab. Scabs can be sanctioned by CUPE and lose their good standing in the Union.

- f) Every member shall comply with the directions and/or instructions issued by the Executive during the period of the strike.

- g) In accordance with Article B 8.3 of the CUPE National Constitution, a Member of the Local is guilty of a strike-related offence against the Constitution who fails to respect the Local Union's picket line, or works for the employer during a legal strike or a labour dispute, or engages in any strike-breaking activities. Violations shall be dealt with in the manner prescribed in the CUPE Local 1011 Bylaws Article 19 (Trial Process) and CUPE National Constitution Section B 8.3 (Trial Process).

- h) Every Member shall at all times act in accordance with the law, and shall perform no illegal act in person or in concert, during the period of the strike.

APPENDIX “A” - RULES OF ORDER.

1. The President or, in his absence Vice-President shall take the chair at all Membership Meetings. In the absence of both the President and Vice-President, the Secretary shall act as President, and in his absence a President pro-term shall be chosen from the Local.
2. No Member, except the chairperson of a committee making a report or the mover of a resolution, shall speak more than five (5) minutes or more than once on the same question without consent of the meeting, or until all who wish to speak have had an opportunity. Chairperson and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local and before allowing debate thereon, and again immediately before putting it to a vote shall ask: “Is the Local ready for the question?” Should no Member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the Chair.
5. A motion to amend or to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with urgent business.
7. All resolutions and motions other than those in Rule 17 or those to accept or adopt the report of the committee, shall if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the Chair.

11. When two (2) or more Members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
12. Every Member, while speaking shall adhere to the question under debate and avoid all personal, indecorous, or offensive language as well as any poor reflection on the Local or Members thereof.
13. If a Member while speaking is called to order, he/she shall cease speaking until the point is determined -- if it is decided he/she is in order, he/she may again proceed.
14. No religious discussion shall be permitted. No slanderous statement shall be permitted.
15. The President shall take no part in debate while presiding but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other Members to vote or, if he chooses, refrain from breaking the tie in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except:
 - a) to adjourn,
 - b) to put the previous question,
 - c) to lay on the table,
 - d) to postpone for a definite time,
 - e) to refer,
 - f) to divide or amend, which motions shall have precedence in the order named.

The first three of these shall be decided without debate.

APPENDIX "B" CUPE 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 Member, staff and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding, and cooperation will be the basis of all our interaction.

The Code of Conduct sets out standards of behaviour for participants at National Convention, National Conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. 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. 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. At National Convention, National Conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff Collective Agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the Member. The person in charge has the authority to expel Members from the event for serious or persistent offenses.
7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a Member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within all parts of 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.

All chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.

APPENDIX “C” Equality Statement

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

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

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

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

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

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

