

CANADIAN UNION

OF

PUBLIC EMPLOYEES

***CUPE***

LOCAL 2189 BY-LAWS

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# **CUPE LOCAL 2189**

## **PROPOSED BY-LAWS**

### **PREAMBLE:**

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed and to manifest its belief in the value of the unity of organized labour, Local 2189 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, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of Local 2189 and to involve as many members as possible through the sharing of duties and responsibilities.

The Executive, Council and Committees of Local 2189 shall perform as much as is possible as a collective.

### **SECTION 1 -NAME:**

The name of this Local shall be: Canadian Union of Public Employees and its Local No. 2189 (Young Women's Christian Association of Greater Toronto).

### **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, as well as improve their working conditions, particularly as they pertain to women;
- (b) support CUPE in reaching the goals set out in Article II 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 employer.

### **SECTION 3 -INTERPRETATION & DEFINITIONS:**

- (a) Numbers of Articles at end of sections or sub-sections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these By-laws;
- (b) The fiscal year shall be from January 1 to December 31.

### **SECTION 4 -MEMBERSHIP MEETINGS -Regular and Special:**

- (a) There shall be a minimum of four (4) regular membership meetings per year, as allowed under the Collective Agreement; the dates to be set by the Executive. These dates shall be published to the membership at the beginning of each year and members will be given a minimum of two weeks' notice of any changes in the dates of the regular meetings. There will be three (3) General Members Meetings (GMM) and one (1) Annual General Meeting (AGM). The AGM shall take place during the month of December;
- (b) Special membership meetings may be ordered by the Executive or requested in writing by no fewer than twenty (20) members in good standing. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive as much notice as possible, and a minimum of thirty (30) hours' notice of the 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 is called and notice given;
- (c) A quorum for the transaction of business at any regular or special meeting shall be twenty (20) members, including at least three (3) members of the six (6) member Executive;
- (d) The order of business at regular membership meetings is as follows:
  - 1. Roll Call of Officers
  - 2. Reading of the Equality Statement
  - 3. Reading of the Land Acknowledgement
  - 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)

**SECTION 5 -VOTING OF FUNDS:**

Every Annual General Meeting (AGM), the Secretary-Treasurer shall submit to the Membership for approval a proposed annual budget for the upcoming fiscal year covering the operating expenses of the Local.

Expenses that exceed the approved budget line must be presented to the Membership at the next general meeting for clarification and approval. Anything not included in the budget shall be submitted to the Membership by notice of motion, in writing, and dealt with at the following Membership meeting.

In addition, the Trustees will provide their report for each year at the first General Membership Meeting (GMM) of the following year.

**SECTION 6 – EXECUTIVE OFFICERS:**

The Executive Officers of the Local shall be the President, Vice President, Secretary-Treasurer, Recording Secretary, Grievance Officer, Diversity Officer, and three (3) Trustees. All officers shall be elected by the membership.

(Article B.2.1 & B.2.2)

- (a) The Executive Officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved;
- (b) The Executive Officers shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees;
- (c) The Officers shall be elected to hold two-year terms using the process laid out in Section 14.

**SECTION 7 –EXECUTIVE BOARD:**

The Executive Board is comprised of all Officers except for Trustees: the President, Vice-President, Secretary-Treasurer, Recording Secretary, Grievance Officer, and Diversity Officer. Trustees cannot be part of the Executive Board. No member can hold more than one position in the Executive Board.  
(Article B.2.2)

The Executive Board shall meet once per month. A quorum for an Executive meeting shall be three (3) members of the Executive Board.

## **SECTION 8 – DUTIES OF STEWARDS:**

- (a) Stewards shall be elected in each Department as per Article 6 of the Collective Agreement;
- (b) Stewards shall be elected to a term of two (2) years;
- (c) Elections for stewards shall be coordinated by the Grievance Officer;
- (d) Stewards must attend CUPE Steward training within six (6) months of being elected;
- (e) The duties of Stewards shall be undertaken in consultation with the Executive and shall be as follows:
  - Be a point of first contact for members in their department;
  - Investigate and file grievances in consultation with the Grievance Committee;
  - Help solve problems in their department outside of the grievance procedure;
  - Represent members in discipline hearings, at the direction of the Grievance Officer;
  - Ensure good communication between the members in their department and the Executive;
  - Educate members about the Collective Agreement, about the Union’s role in the workplace, and about important social issues;
  - Stand up as a strong ally with members from equity-seeking groups;
  - Mobilize members to support the union’s role in bargaining, to attend public rallies, etc.;
  - Act as a mediator when members are in conflict with each other.

## **SECTION 9 – COUNCIL:**

- (a) The Council shall comprise all Officers, Site Stewards and Committee Chairs, except Trustees;
- (b) The Council shall meet at least once every month;
- (c) A quorum for the Council meetings shall be six (6), at least three (3) of whom shall be members of the Executive Board;
- (d) Should an Officer fail to attend three (3) consecutive regular membership meetings or three (3) consecutive regular Council meetings without having good and sufficient reasons, their office shall be declared a position vacant and shall be filled by a by-election, following the procedures as per section 14 (e).
- (e) Should an Officer, Site Steward, Committee Chair or Trustee become unavailable due to planned or unplanned leave (such as extended illness, parental leave or sabbatical, etc.), an Interim Officer shall be elected in their place for the duration of their leave, or until the term of the position is up for re-election. Should the original Officer return prior to the end of their term, they will resume their duties as soon as possible. Regardless of leave, an officers’ role will be considered complete at the end of the term of the position, as defined in the description of the position.

(Article B.2.5)

## **SECTION 10 - DUTIES OF OFFICERS:**

All signing Officers of Local 2189 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) The President shall:

- enforce the CUPE Constitution and these By-Laws;
- preside at all membership, Executive, and Council meetings and preserve order;
- decide all points of order and procedure (subject always to appeal to the membership);
- have a vote on all matters (except appeals against their rulings);
- introduce new members and conduct them through the initiation ceremony;
- assist with the Education Committee to ensure that trainings and workshops are available to members of the Local, Council and the Executive Board as required;
- co-sign all cheques with the Secretary-Treasurer as required, and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- be provided with a petty cash float of \$300.00 to reimburse themselves or any officers for approved expenses, supported by vouchers, incurred on behalf of the Local;
- appoint a Sergeant-at-Arms who shall guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present. They shall also assist in maintaining the record of membership attendance at meetings;
- on termination of office, surrender all books, seals and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(Article B.3.1 & B.3.9)

(b) The Vice-President shall:

- perform all duties of the President if the President is absent or incapacitated;
- render assistance to any member of the Council as directed by the Council;
- co-sign all cheques with the Secretary-Treasurer as required, and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- receive all applications for committee assignments;
- assist with the Communications Committee to ensure effective communication within the Local;



- file a copy of all letters sent out and keep on file all communications;
- on termination of office, surrender all books, seals and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(Article B.3.2 & B.3.9)

(c) The Recording Secretary shall:

- keep full, accurate and impartial account of the proceedings of all regular or special membership, Executive and Council meetings;
- record those present at all membership, Executive or Council meetings and maintain an ongoing record of each Local member, to be used for the purpose of eligibility for Office (bring attendance list to every meeting);
- report to the President (or their designate) any attendance defaults of Officers (absences for three (3) consecutive regular membership meetings or three (3) consecutive regular Council meetings);
- co-sign all cheques with the Secretary-Treasurer as required, and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- record all alterations in the By-Laws;
- answer correspondence and fulfill other secretarial duties as directed by the Council;
- file a copy of all letters sent out and keep on file all communications;
- prepare and distribute all circulars and notices to members;
- have all records ready on reasonable notice for auditors and Trustees;
- preside over membership, Executive and Council meetings in the absence of both the President and the Vice-President;
- on termination of office, surrender all books, seals and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(Article B.3.3 & B.3.9)

(d) The Secretary-Treasurer shall:

- 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;
- take the Financial Officers training offered by CUPE Education if not already completed;
- receive all revenue, i.e. initiation fees and Local dues, keeping a record of each member's payment and depositing promptly all money into the Local's account at the Local's bank or credit union;

- monitor, receive and record Local's share of membership dues as received back from CUPE;
- prepare and submit all affiliation fees or dues when due or when invoiced, as approved by Council and/or membership;
- arrange for payment of all approved expenses, supported by invoices or expense vouchers with corresponding receipts;
- 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.
- act as liaison with the Local's bank or credit union;
- prepare proposals for any change in banking arrangements, or for the investment of any surplus funds, for the Executive to present to the membership for approval;
- record all financial transactions in a manner acceptable to the Council and in accordance with good accounting practices;
- make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- prepare the semi-annual and annual financial report with comparison to be budget for review;
- make all books available for inspection by the Trustees and/or auditors with reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time;
- respond in writing to any recommendation and concerns by the Trustees.
- provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- lead the Executive Board in the preparation of an annual budget to be presented to the membership at the general meeting (GMM) preceding the Annual General Meeting (AGM);
- on termination of office, surrender all books, records and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(Article B.3.4 to B.3.9)

(e) The Grievance Officer shall:

- be familiar with the Collective Agreement and grievance procedures;
- chair and coordinate the functions of the Grievance Committee;
- act as a resource for the membership in matters pertaining to the Collective Agreement;
- closely communicate with the President and when required act as a channel of communication with management regarding grievances and disciplinary matters;
- report to the Executive Board and Council on the status of grievances and investigations;
- keep full and accurate records;

- co-sign all cheques with the Secretary-Treasurer as required, and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- take the Stewarding courses offered by CUPE education;
- on termination of office, surrender all books, records and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(f) The Diversity Officer shall:

- Chair and coordinate the functions of the Equity, Diversity, and Inclusivity Committee;
- Present the land acknowledgement at all council and membership meetings, and update the land acknowledgement on an as-needed basis;
- Research and educate the Local Executive and membership on issues of discrimination and harassment as per the human rights code, and act as a resource on these issues;
- Liaise with any diversity-based committees within the organization, including the Anti-Black racism committee, etc.;
- Evaluate diversity and inclusion efforts within the organization and report on issues and progress;
- Recommend changes that support diversity and inclusion in the Collective Agreement, By-Laws, website, and any other Council publications;
- Publicize and promote examples of successful diversity efforts;
- Support, and where applicable, advocate for members to bring any perspectives, priorities and concerns to the debates and discussions of the Council, the Local, and CUPE at large;
- Ensure that all members are included and have equitable access to Union resources and positions;
- Closely communicate with the President and when required, act as a channel of communication with Management regarding grievances and disciplinary matters;
- Work with the Grievance Chair where appropriate, and report to the Executive Board and Council on the status of diversity-based grievances and investigations;
- Plan and coordinate diversity events and activities, such as for Truth and Reconciliation Day, Black History Month, Pride, Indigenous History Month and Orange Shirt Day, International Day for the Elimination of Racial Discrimination, etc;
- Keep full and accurate records;
- Co-sign all cheques with the Secretary-Treasurer as required, and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- Take the Stewarding courses offered by CUPE education;
- On termination of office, surrender all books, records and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(g) The Trustees shall:

- act as an auditing committee on behalf of the members and audit once per year, and completed no later than May 31<sup>st</sup>, the following:
  - financial records of Local Union 2189, including the books and accounts of the Secretary-Treasurer;
  - the records of attendance and minutes taken by the Recording Secretary;
  - examine or inspect all property and assets of the Local Union 2189.
- 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, to be sent no later than one week after the completion of the audit;
- report their findings, including the list of recommendations by the Trustees, and the written response from the Secretary-Treasurer, to the first membership meeting following the completion of the audit;
- review all financial records for accuracy and completeness prior to the Secretary-Treasurer leaving office;
- be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- ensure that proper financial reports are made to the membership;
- on termination of office, surrender all books, records and other properties of the Local to their successor within a reasonable time frame, and no longer than two weeks.

(Article B.3.10 to B.3.12)

## **SECTION 11 –OPERATING AND OUT-OF-POCKET EXPENSES:**

- a) The Local will cover the cost of salary one day per week for the Local President.
- b) The Local will cover the cost of salary one day per year for each of the Trustees, during the audit period.
- c) For other release time, the Executive Board shall make the decision as to whether or not the Local will cover the cost of any unpaid days. Where possible the employer will pay for the release time and the Local will reimburse the employer.
- d) As per Article 6.04 (b) of the Collective Agreement the Local agrees to cover the cost for one of the unpaid days for the negotiations committee, if required (up to 3 members and 1 alternate);
- e) During negotiations, the Local agrees to provide the meal for everyone present at the meeting every other day, provided Management agrees to provide the meal for everyone on alternate days. Should the meeting not be held in person, the Local will provide meals for members of the Negotiation Committee only.
- f) The Local will provide food and beverage for those members attending any meeting regarding union business in person that falls during a meal time. As well, the Local will cover basic office supplies and photocopying costs associated with stewards and officers carrying out their responsibilities.
- g) In-town travel for union business shall be by public transit wherever reasonable and shall be reimbursed; this shall include monthly council meetings and trainings. If use of a personal car is required reimbursement for mileage shall be at the rate set out in the Collective Agreement.
- h) The Local will cover child care expenses for children less than 12 years of age, at a rate of the current hourly minimum wage. This benefit will be made available only for those members who require child care in order to attend membership meetings. Members shall communicate in writing their need for child care to the Recording Secretary, with a minimum of two days' notice prior to the membership meeting. This is subject to a receipt being provided. Members shall forward their receipt to the Secretary-Treasurer within two weeks of the meeting date; otherwise the child care expense will not be reimbursed.
- i) Any expenses incurred during any given month should be submitted where reasonable before the end of the month. At year-end any expenses not submitted during the fiscal year must be submitted on or before January 15 of the following year, otherwise the expense will not be reimbursed.
- j) Members are expected to strive to keep expenses to a minimum. Expenses considered excessive or unnecessary by Council and/or membership may be denied unless approved ahead of time.
- k) All expenses should be recorded on an expense report voucher and duly approved and signed for.
- l) All expenditures must be reimbursed by cheque signed by two signing Officers, one of which must be the Secretary-Treasurer. No Officer shall sign their own cheque.

SECTION 12- HONORARIA\*:

Council members and trustees shall be awarded \$150.00 for their work within the Local per annum. Executive Board shall be awarded \$400.00 for their work within the Local per annum. No member shall exceed the amount of \$500.00. Any position that is shared between two people (i.e. Committee co-Chairs), the honorarium will be split equally between them. This amount is to be pro-rated for incomplete, or short, terms of office and will be paid out at the end of each calendar year, provided the recipient is still a member of the organization and the Union.

- Honoraria are meant to be token recognitions of the services of the Local's officers and Allowances are to recompense them in part for the time and personal resources spent in the service of the Local. They are not a form of salary, and are nominal amounts.
- As such it is the responsibility of the recipient of the funds to determine whether they constitute taxable income in their case and the Local shall not issue T4s for these nominal amounts and this will be communicated to the recipient of these awards.

**SECTION 13 –FEES, DUES, NON PAYMENT and ASSESSMENTS:**

(a) Initiation Fee:

Each application for membership in the Local shall be accompanied by a \$1.00 Initiation Fee and shall be directed to the Local's Membership Secretary who shall, upon receipt, forward the Initiation fee of \$1.00 to the Secretary-Treasurer. The Initiation Fee shall be a one-time-only payment for each member and shall be separate and in addition to the monthly dues;

(Articles B.4.1 and B.8.2))

Readmission fee:

Readmission for membership in the Local shall be accompanied by a \$1.00 fee and shall be directed to the Local's Membership Secretary who shall, upon receipt, forward the fee to the Secretary-Treasurer.

(Articles B.4.1 & Article B.8.6)

(b) Monthly Dues:

The monthly dues shall be one and a half percent (1.5%) of each member's basic salary.

(Article B.4.3)

(c) Non-payment of Dues and Assessments:

A member who fails to pay dues and assessments for three 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 the arrears and a readmission fee.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but will not be required to pay the arrears.

(Articles B.8.6)

Changes in the levels of the Initiation Fee or the Monthly Dues can be effected only by following the procedure for amendment of these by-laws (see Section 18), with the additional provision that the vote must be by secret ballot.

(Articles B.4.1 & B.4.3)

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 minimum.

Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

**SECTION 14 – NOMINATION, ELECTION, VOTING PROCEDURES and INSTALLATION OF OFFICERS:**

a) Nomination Procedure:

Nominations shall be received at the regular membership meeting and/or special meeting called for the purpose of elections. Nominations may also be received by the President or their designate prior to the meeting at which elections will be carried out. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting their consent, in writing, duly witnessed by another member in good standing. No member shall be eligible for nomination if they have not paid their Initiation fee and/or any assessments.

(Article B.2.3)

b) Election Procedures:

- i. The President shall appoint an Elections Committee consisting of a Returning Officer and Assistant(s). This shall be done subject to the approval of the membership. Members of the Committee shall not include Officers nor candidates for office.
- ii. The Returning Officer and Assistant(s) shall be responsible for providing, issuing, collecting, and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
- iii. The National Representative will serve as an Advisor to this Committee

c) General Voting Procedures:

- i. Voting shall take place by secret ballot at the Annual General Meeting via accredited electronic voting or as follows:
  - The President, Secretary Treasurer and Grievance Officer shall be elected in even-numbered years and shall hold office for a term of two years;
  - The Vice-President and Recording Secretary shall be elected in odd-numbered years and shall hold office for a term of two years;
  - One Trustee shall be elected each year and shall hold office for a term of three years.
- ii. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- iii. Should an office become vacant as a result of the incumbent successfully running for a different position (e.g. the current Vice President runs to succeed the outgoing President), a by-election shall be held at the same meeting to fill the vacancy for the remainder of the term.
- iv. A majority of votes cast 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 in the previous ballot shall be dropped.
- v. 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.
- vi. If a tie vote persists, the vote can be deferred to the next membership meeting
- vii. Any member eligible to vote may abstain from said vote without being required to give their reason(s).
- viii. Each candidate may appoint a scrutineer to observe the counting of ballots.
- ix. The Returning Officer shall announce the total number of ballots cast, the total number of ballots spoiled and the successful candidate. The Returning Officer may disclose the vote tally to candidates, upon request, after adjournment.



- x. Any member may request a recount of the votes for 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 quorum for a membership meeting as laid down in Section 4(c).
- xi. When two 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)

d) Installation of Officers:

All duly elected officers shall be installed at the meeting at which elections are held. All officers shall also be sworn in using the Oath of Office in the CUPE Constitution. (See Appendix "B" for Oath of Office).

e) By-Elections:

- i. Should an office fall vacant pursuant to Section 9(d) of these by-laws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section;
- ii. Should the position remain vacant after a by-election, or should the membership meeting held for elections not make quorum, the Executive may appoint to fill the vacancy in an interim capacity until the next regularly scheduled General Membership Meeting.

f) Strike Vote Procedures:

Voting for a strike vote shall take place via secret ballot via accredited electronic voting, OR, as follows:

- i. A Returning Officer and elections committee shall be appointed as per Section 14 (b);
- ii. Voting will take place at three locations, one in each of the west end, east end and downtown. Voting at the downtown location shall be held last;
- iii. The Ballot box will be opened upon adjournment of a meeting of members held at each of the west end and east end locations, and shall remain open for 2 hours;
- iv. Voting at the scheduled downtown meeting shall take place upon adjournment of a meeting of members and shall remain open until all members present have had an opportunity to cast a ballot, after which point the ballots shall be counted;
- v. At the close of voting in each location the ballot box shall be sealed and signed by the Returning Officer and one member of the Elections Committee. The box shall not be unsealed until balloting opens at the next location.

g) Collective Agreement Ratification Vote Procedures:

Voting for ratification of a collective agreement shall take place via secret ballot via accredited electronic voting or as follows:

- i. A Returning Officer and elections committee shall be appointed as per Section 14 (b).
- ii. Voting will take place upon adjournment of a special membership meeting (as per Section 4) held at a downtown location.
- iii. Voting shall remain open until all members present have had an opportunity to cast a ballot, after which point the ballots shall be counted.

## **SECTION 15 - DELEGATES TO CONVENTIONS, CONFERENCES AND EDUCATIONALS:**

- (a) The President of the Local shall have the option of attending all conventions and conferences;
- (b) The number of delegates sent (including the President at their option) shall be determined by the Executive, and the delegates shall be chosen by an election at a regularly scheduled General Membership Meeting at least two months prior to the convention or conference;
- (c) In the case of a Convention where a vote is to take place, a member of the Executive must be present to cast the vote, and if not, the Executive must be consulted before a vote is cast on behalf of the Local.
- (d) All delegates elected to the conventions held outside the city of Toronto shall be paid transportation expenses (at economy, tourist or coach rates), accommodation, a per diem allowance of \$75 per day for expenses, and an amount equal to any loss of salary incurred by attendance at the convention. Delegates are expected to do their utmost to avoid a situation where they would suffer loss of salary; if meals are provided, per diem amount will be adjusted accordingly.
- (e) Delegates to conventions held locally shall receive travel allowance as per Section 11. There shall be a per diem allowance of \$25 per day for in person attendance, and compensation for any loss of salary incurred by attendance at the convention. Delegates are expected to do their utmost to avoid a situation where they would suffer a loss of salary;
- (f) Attendance at educational opportunities shall be on the recommendation of the Education Committee, subject to final approval by the Council. Recognizing the role played by such opportunities in building skills among the membership, where possible such opportunities shall be made available to the general membership;
- (g) Delegates to out-of-town educational opportunities shall have access to the transportation and accommodation allowances and per diem outlined in (c) above. Delegates to in-town educational opportunities shall only have access to the per diem outlined in (d) above if there is no meal provided at the event. Reimbursement of any lost salary shall be at the discretion of the Executive Board.

## **SECTION 16 – COMMITTEES:**

(a) Negotiating Committee (Negotiating Team)

This shall be a special ad hoc committee established at least six (6) months prior to the expiry of the Local'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 three (3) members plus one (1) alternate, all elected at a membership meeting. The president shall be one (1) of the four (4) members selected. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall participate at all stages from formulating proposals, through negotiations, to contract ratification by the membership;

(b) Special Committees

A special ad hoc committee may be established for a specific purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President. Two (2) members of the Council may sit on any special committee as ex-officio members;

(c) Joint Committees

i. Joint Committees are established in conjunction with the Employer and may have their own established Terms of Reference. Representatives on Joint Committees serve as representatives of the Local and shall undertake their role in conjunction with the Executive. The number of representatives is set out in the Collective Agreement or in the Terms of Reference for the Committee. The Joint Committees currently in operation are as follows:

- Labour Management Committee
- Joint Occupational Health & Safety Committee
- Joint Job Classification Committee
- Access and Equity Committee
- United Way Committee

ii. Appointments to Joint Committees shall be made by the Executive. Members interested in serving on Joint Committees shall submit a letter to the Vice President outlining their interest and experience. Appointments shall be for a two (2) year term;

iii. One representative on each Joint Committee shall report to Council at each Council meeting.

iv. Representatives may belong to a Committee while holding a role in Council or as a member of the Executive.

(d) Standing Committees:

The Chairperson of each standing committee shall be elected by the members at a membership meeting. The length of term shall be two (2) years. The Chairperson and the Council may, with the concurrence of the membership, jointly appoint other members to serve on a committee. A Vice-President shall be a member, ex-officio, of each committee. There shall be five (5) standing committees.

i. Grievance Committee:

This committee shall be chaired by the Grievance Officer and can be made up of up to four (4) additional members of Council, elected at a Council meeting. Elections shall be for a term of two (2) years. It shall be the duty of this Committee to:

- Oversee the handling of all local grievances;
- Receive copies of all grievances;
- Prepare a report on the status of all grievances to be presented to Council, the CUPE Representative and at each General Membership Meeting. Such report shall uphold the privacy of individuals as much as is possible;
- When a grievance is not settled in the initial steps provided for in the Collective Agreement, this Committee will make a recommendation to the Executive Board about whether or not the grievance should proceed to arbitration;
- The Executive Board will then make the final decision.

ii. Education Committee:

This Committee shall be chaired by the Education Chair, who shall be elected by the General Membership. The Committee may also include three (3) additional members appointed by Council, in consultation with the Education Chair. Members interested in sitting on the committee shall submit their interest in writing to the Vice President. Appointments to the Committee shall be for a two (2) year term.

It shall be the duty of this Committee to:

- promote education and training for all Local members, and in particular, to elected stewards and officers;
- arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the Council;

- assist delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports;
- co-operate with the National Union Development Department of CUPE, and with the regional education representative, in implementing both the Local's and CUPE's policies in these fields;
- The Chair of the Committee shall report to Council at each Council meeting.

iii. By-law Committee:

This Committee shall be chaired by the By-law Chair, who shall be elected by the General Membership. The Committee may also include three (3) additional members appointed by Council, in consultation with the By-law Chair. Members interested in sitting on the committee shall submit their interest in writing to the Vice President. Appointments to the Committee shall be for a two (2) year term.

It shall be the duty of this Committee to:

- Review these By-laws annually and prepare a report, including any proposed amendments (as per Section 18) to be presented at a General Membership Meeting;
- Address any issues referred to the Committee by the General Membership;
- The Chair of the Committee shall report to Council at each Council meeting.

iv. Communications Committee:

This Committee shall be chaired by the Communications Chair, who shall be elected by the General Membership. The Committee may also include up to six (6) additional members appointed by Council, in consultation with the Communications Chair. Members interested in sitting on the committee shall submit their interest in writing to the Vice President. Appointments to the Committee shall be for a two (2) year term.

It shall be the duty of this Committee to:

- Work with the Vice President to assist with the Communications of the Local;
- co-operate with the Council in preparing press releases and other promotional material;
- Publish a newsletter for the Local;
- Establish and maintain a Local website, including any social media accounts;
- The Chair of the Committee shall report to Council at each Council meeting.

v. Social/Events Committee:

This Committee shall be chaired by the Social/Events Chair, who shall be elected by the General Membership. The Committee may also include up to six (6) additional members appointed by Council, in consultation with the Social/Events Chair. Members interested in sitting on the committee shall submit their interest in writing to the Vice President. Appointments to the Committee shall be for a two (2) year term.

It shall be the duty of this Committee to:

- Arrange and conduct all social, cultural and recreational activities of the Local, either on the Committee's own initiative or as a result of decisions taken at membership meetings;
- A budget for the Committee shall be fixed annually by the membership, but other than that all social, cultural and recreational activities shall be self-supporting;
- The Chair of the Committee shall report to Council at each Council meeting.

## **SECTION 17- 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 Rules of Order shall be consulted and applied.

## **SECTION 18- AMENDMENTS:**

- (a) These by-laws are always subordinate to the CUPE Constitution (including Appendix "A") 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 Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President; (Article B.5.1)
- (b) These bylaws can be amended or added only if a notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.

(Article B.5.1)

- (c) These by-laws shall not be amended, added to, or suspended except upon a two-third (2/3) vote of those present and voting at a regular or special membership meeting following written notice given at a previous regular membership meeting;

(Articles 13.3 & B.5.1)

- (d) No change in these by-laws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

(Articles 13.3 & B.5.1)

**SECTION 19 - TRIAL PROCEDURE:**

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.

(Article B.11.1 to B11.5)

## APPENDIX "A" TO THE BY-LAWS OF LOCAL 2189, CUPE

### RULES OF ORDER:

- (1) The President or, in their absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-Presidents the Recording Secretary, or in their absence the Secretary-Treasurer, shall act as President and in their absence a President pro-tem shall be chosen by 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 minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity to do so. Chairpersons 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 seconded 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 any urgent business.
- (7) All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a 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, they shall rise and respectfully address the presiding officer, but, except to state that they are rising to a point of order or on a question of privilege, they shall not proceed further until recognized by the chair.
- (11) When two 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 member thereof.
- (13) If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.
- (14) 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.
- (15) The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, they may in addition have a casting vote, or, if they so choose, refrain from breaking the tie, in which case the motion is lost.
- (16) When a motion is before the Local, no other motion shall be in order except:
  - 1) to adjourn
  - 2) to put the previous question
  - 3) to lay on the table
  - 4) to postpone for a definite time
  - 5) to refer
  - 6) to divide or amend

which motions shall have precedence in the order named. The first three of these shall be decided without debate.

- (17) A motion for the previous question, when regularly moved and seconded, shall be put in this form: "**Shall the main question be now put?**" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
- (18) A motion to adjourn is in order except
  - (1) when a member has the floor, and

- (2) when members are voting.
- (19) A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
- (20) After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
- (21) If any member wishes to challenge (appeal) a decision of the chair they must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for their challenge. The chairperson may then state briefly the basis for their decision, following which the chairperson shall immediately and without debate put the question: "**Shall the decision of the chair be sustained?**" A majority vote shall decide except that in the event of a tie the chair is sustained. (22) After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
- (22) No member shall enter or leave a meeting during the installation of officers or the taking of a vote.
- (23) No copy of the meeting minutes shall leave any meeting, except in the possession of a member of the Executive.
- (24) The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

**APPENDIX "B" TO THE BY-LAWS OF LOCAL 2189, CUPE**

**OATH OF OFFICE:**

“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)

## **APPENDIX "C" TO THE BY-LAWS OF LOCAL 2189, 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 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 \_\_\_\_\_, 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.