



*Employees of the Kawartha Pine Ridge District School Board*



## **CUPE 5555 Membership Discount Program**

### **BUSINESS PARTNERSHIP**



Employees of the Kawartha Pine Ridge District School Board

Dear Proprietor:

As a local union which represents over 1400 education workers of the Kawartha Pine Ridge District School Board, we are firm believers in supporting the communities and businesses in which we work and live.

In an effort to support local business and to encourage our members to spend their money locally, we are looking for various retailers and businesses willing to offer discounts or special offers to members who present their CUPE local 5555 membership card.

We believe that this initiative will not only have a positive impact on local business, but also for our members and their families.

The benefit for you to participate in our membership program is that you will have your business advertised and promoted on our website and if applicable, a direct link to your website to create more traffic flow. We will also provide you with two honorary member cards that can be used by you, or staff, to receive discounts at participating businesses. **The best part of all of this is that there is no associated cost or fee for you to participate.**

If you are interested in participating in our membership discount program, we ask that you complete the attached form and return to our local office as indicated. You do not need to be unionized to participate but we do ask that you are **union/ labour friendly.**

Please do not hesitate to contact our office if you have any questions in regards to this program  
Toll free 1-855-737-5356 ex 22 or by email [president@cupe5555.ca](mailto:president@cupe5555.ca)

Sincerely;

Ron Maguire

A handwritten signature in blue ink that reads "Ron Maguire". The signature is fluid and cursive, with a large loop at the end.

President -CUPE Local 5555  
Education Workers of the Kawartha Pine Ridge District School Board

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Office: 905-623-5356 | Toll Free: 1-855-737-5356| Fax: 905-623-5352| [www.cupe5555.ca](http://www.cupe5555.ca)

Address: 380 Lake Rd. Unit#7, Bowmanville, ON L1C 4P8



# CUPE 5555 Membership Discount Program

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## QUESTIONS AND ANSWERS

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### Who is CUPE 5555?

CUPE 5555 is a union local that represents over 1400 employees of the Kawartha Pine Ridge District School Board. We are a diverse local consisting of secretaries, custodians, maintenance, E.C.E's, educational assistants, professional and paraprofessional's, and IT. The work our members perform on a daily basis assist students by creating a clean, safe, and supported learning environment contributing to their success.... "Our schools work because we do"

### What is the CUPE 5555 Membership Program?

The purpose of the program is to support our communities by encouraging members to spend/shop locally by offering discounts to local businesses when they present their membership card.

### Will the program promote my business?

All participating businesses will be listed on our new website at [www.cupe5555.ca](http://www.cupe5555.ca).

We will also promote your business at meetings and when possible in newsletters and other membership mailings.

### Who can belong to the program to receive discounts?

CUPE 5555 members in good standing, retired CUPE 5555 members and business owners who are offering their own discount(s) in the program.

### I'm a business owner who is approved to offer a discount in the program. Do I get a card in my own name?

No, business owners will receive two (2) honorary member cards in the business name that can be used by them or an authorized staff member.

### What kind of discount or offer is appropriate?

Businesses must agree to offer a discount or a benefit on goods and services exclusively for CUPE 5555, membership card holders. All offers must be easy to use and understand, as well offer genuine value to the card holder.

### Is any business eligible to apply?

All businesses wanting to participate in the CUPE 5555 Membership Discount Program should submit a Business Registration Form. To stay with the mandate of the program your business must be based out of a community within the Kawartha Pine Ridge District School Board geographical area or close proximity to.

CUPE 5555 retains the absolute discretion to refuse any business registration. Businesses that will not be accepted will include those that in the opinion of CUPE 5555:

- Are characterised by volatility of operators or financial instability;
- Have an unfavourable record in relation to vulnerable customers
- Propose an Offer or Discount that creates difficulties for consumers in determining the actual benefit or discount
- Provide goods or services inconsistent with CUPE 5555 Membership Card Program principles
- Have an unfavourable record in relation to dealing with work place labour issues and treatment of staff; or does not believe in the same principals related to these issues consistent with the view and principles of CUPE 5555.

### How can businesses apply?

Businesses will need to complete a business registration form and return it to CUPE 5555 via post, fax or email.

#### **CUPE 5555 Membership Discount Program**

**380 Lake Road Unit #7  
Bowmanville, ON  
L1C 4P8**

Fax: 905-623-5352      Email: [president@cupe5555.ca](mailto:president@cupe5555.ca)

### How will I identify who is eligible for my offer?

To take advantage of the discount or offer a member must present their card at time of sale or service.

### Can I withdraw from the program?

In the case a business wishes to discontinue or withdraw an offer, we ask that you notify CUPE 5555 in writing at **anytime**. **Advance notice would be greatly appreciated.**

Receipt of such request will be confirmed in writing and then the business offer or discount will be removed from the website and all future issues of the business participation directory.

Upon receipt of this written notice, the business will immediately cease displaying the CUPE 5555 Logo in any of its premises or promotional material, or otherwise making any public statements or representations associating itself with the program.

# CUPE 5555 Membership Discount Program

## TERMS, CONDITIONS & BUSINESS AGREEMENT

### Between

The business named on the business registration form overleaf ("Registered Name")

And

CUPE (Canadian union of public employees) local 5555 ("CUPE 5555")

### Definitions

In this Agreement, the following words have particular meanings: "Agreement", "Business", "Offer", "Discount" "Logo" "CUPE 5555" "Membership Discount Program" "Program"

For clarification, CUPE 5555 is the elected executive members or appointed member(s) who conduct the daily business of the local organization.

### 1 Agreements, Acknowledgements and Warranties by the Business

The Business hereby:

(a) Acknowledges and agrees that its name and details of the discount or offer will be published on the CUPE 5555 website under the discount program directory, and also gives permission to CUPE 5555 to use its name and logo in any material that CUPE 5555 produces and distributes to its members in relation to the program.

(b) Agrees to display if given, the CUPE 5555 logo in a prominent place in all business outlets of the business that are participating in the program. If CUPE 5555 directs the business to display their logo in a particular way or to display an updated version of the logo, the business will comply with that direction. The Business may also use the CUPE 5555 logo in their promotion material, with prior written consent.

(c) Acknowledges and agrees that CUPE 5555 makes no representation or guarantee that any minimum number of sales will result from the Business's participation in the program.

(d) Acknowledges and agrees that CUPE 5555 is not liable for any loss or damage the Business may incur as a result of participating in the Program (including costs, expenses or lost profits)

(e) Acknowledges and agrees that the eligibility criteria for the Membership Discount program are entirely at the discretion of CUPE 5555 and may be changed at anytime.

(f) Warrants to CUPE 5555 that it will ensure that the Offer or Discount is readily available for Membership Discount Program card holders.

(g) Agrees that the Offer or Discount may not be changed or substituted without consultation and agreement with CUPE 5555. CUPE 5555 will retain absolute discretion whether to approve any change to the Offer or Discount, and no change will be effective until approved in writing by CUPE 5555.

(h) Agrees that the Offer or Discount will remain valid for the duration of the Agreement.

(i) Agrees that it will not withdraw or discontinue Offer or Discount except in accordance with clause 6;

(j) Agrees that all Offers or Discounts will apply to both cash and electronic transactions.

(k) Warrants to CUPE 5555 that the products or services sold under the Offer or Discount will be free from defects and will be fit for the purposes for which they are offered for sale.

(l) Agrees to indemnify CUPE 5555 against any costs (including legal fees), claims, damages and expenses that may be incurred by CUPE 5555.

(i) as a result of the Business failing to perform its obligations under this agreement, including but not limited to a breach by the Business of any warranty given under this Agreement;

and/or

ii) In connection with the supply of, or failure to supply the Offer or Discount.

m) Acknowledges that CUPE 5555 can refuse, at its absolute discretion, to admit application businesses to the Program.

n) Acknowledges that registration in the Program does not constitute an endorsement by CUPE 5555 of the Business or its products/services, and agrees that it will not in any way represent or hold out that the products or services provided by the business to the Membership Discount Program under the Offer or Discount are endorsed by CUPE 5555, or that those goods/services are provided on behalf of CUPE 5555.

### 3 The Offer or Discount

An objective of this Program is to ensure that Offers or Discounts are kept simple and easy to use and understand. Therefore, CUPE 5555 is unable to accept unreasonable limitations on any offers. In all cases, CUPE 5555 shall retain absolute discretion to approve the terms of the Offer or Discount before agreeing to register the Business in the Program.

(a) The discount shall represent genuine value relative to other consumer product or service. It should not be a generally available benefit that has been 'repackaged' in order to gain access to the Program.

(b) The minimum level of discount is 10% off the marked price of the relevant good(s) or service(s) unless agreed to in writing and approved by CUPE 5555. A larger Discount is expected for higher margin products and /or services.

### 4 Eligibility of Business for participation in Program

4.1 Applications for registration of the Program will only be accepted from businesses of good standing and that do not contravene Acts administered by consumer affairs (protection) Ontario or other provincial or federal departments, or any other consumer interest group or statutory authority that;

- Operate on the basis of clearly advertised and/or displayed pricing levels; and
- Are not contravening any legislative provision or professional ethical standards.

4.2 CUPE 5555 will retain absolute discretion to refuse any application from a business for registration in the Program. Registrations will not be accepted from businesses that, in the opinion of CUPE 5555:

- Are characterised by volatility of operators or financial instability;
- Have an unfavourable record in relation to vulnerable customers; or
- Propose an Offer or Discount that creates difficulties for consumers in determining the actual benefit or discount
- Provide goods or services inconsistent with CUPE 5555 Membership Card Program principles
- Have an unfavourable record in relation to dealing with work place labour issues and treatment of staff; or does not believe in the same principals related to these issues consistent with the view and principles of CUPE 5555.

### 5 Duration of this Agreement

(a) This Agreement shall have an effect from the date of application, upon approval of CUPE 5555 unless a later date is specified by CUPE 5555 in writing, and shall continue from year to year, unless terminated earlier in accordance with clause 6.

(b) At anytime the business can resubmit an alternate Offer or Discount for the program. If approved, this change will not take effect until a response in writing is given by CUPE 5555.

### 6 Ending this Agreement

(a) Where the Business wishes to discontinue or withdraw the Offer or Discount, it may notify CUPE 5555 in writing at anytime. Advance notice is greatly appreciated.

(b) If CUPE 5555 wishes to discontinue the program they may end the Agreement with 30 days written notice.

(c) CUPE 5555 reserves the right to end the Agreement at anytime by giving written notice to the Business if it considers that the participation of the Business in the Program is no longer appropriate, for any reason.

Upon receipt of this written notice, the Business will immediately cease displaying the CUPE 5555 Logo in any of its premises or promotional material, or otherwise making any public statements or representations associating itself with the Program.

### PRIVACY STATEMENT

CUPE 5555 is collecting information on this form to assist in the administration of the Membership Discount Program. Personal information will be kept confidential and will not be disclosed to any third party without your consent unless required by law. Your business information, including addresses, phone numbers, website, email addresses and logos may be used by CUPE 5555 to promote the program.

### FURTHER INFORMATION

Further information on the CUPE 5555 Membership Discount Program can be obtained by calling the CUPE 5555 office at: 905-623-5356 Toll Free 1-855-737-5356 or email [president@cupe5555.ca](mailto:president@cupe5555.ca)



# CUPE 5555 Membership Discount Program

## Business Application Form

### 1. BUSINESS DETAILS

Registered name	
Trading Name (if different from above)	
Business Description	
Business Address	
Website Address	

### 2. BUSINESS CONTACT DETAILS – (IF more than one business location please submit on a separate page and attach to application)

First Name	
Surname	
Business Phone	
Business Fax	
Email	

### 3. DISCOUNT OR OFFER- Please tick to indicate

10%  15%  20%  25%  30%  35%   
40%  45%  50%  OTHER

If you have indicated "other", Please describe below

Alternatively I would like to discuss my CUPE 5555 membership offer. Please call me

Please note that final agreement on the terms of the discount or offer is at the absolute discretion of CUPE local 5555 in accordance with the terms and conditions overleaf

### 4. AGREEMENT BY BUSINESS

In executing this document I acknowledge that I have read the terms and conditions overleaf, on behalf of the business named in item 1 above, and I warrant that I am authorized to enter into an agreement on behalf of the business named in Item 1 above.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### RETURN THIS FORM TO:

CUPE 5555  
380 Lake Rd. Unit #7  
Bowmanville ON  
L1C 4P8

OR

#### FAX

905-623-5352

#### EMAIL

president@cupe5555.ca