
Bylaws

Local Union 5555

CUPE / *Canadian Union
of Public Employees*

April 2017

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INTRODUCTION

Local 5555 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;

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

The following bylaws are adopted by Local 5555 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

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

CUPE Local 5555 will abide by a Code of Conduct that will apply to membership meetings and other functions organized by this Local. The Local 5555 Union Code of Conduct can be found in Appendix B of these bylaws.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 5555.

(Employees of Kawartha Pine Ridge District School Board)

Local 5555 is an all inclusive bargaining unit consisting of:

Office Clerical, Custodial, Maintenance, I.T., Educational

Assistants, Child and Youth Workers, Early Childhood

Educators, and Professionals

SECTION 2 – OBJECTIVES

The objectives of Local 5555 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.
- (g) Local 5555 will create a Policies and Procedures Manual which will work in conjunction with these Bylaws. (When this Manual has been voted on and approved by the membership it will be in full force and effect).

SECTION 3 – REFERENCES

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

SECTION 4 – MEMBERSHIP

(a) **Membership**

An individual employed within the jurisdiction of Local 5555 can apply for membership in Local 5555 by signing an application and paying the initiation fee set out in these bylaws.

(Article B.8.1)

- (b) At the first membership meeting after the application has been submitted, a card will be issued with the name of the applicant and identification number and the member

will be deemed to be a member in good standing. Applications for membership can be obtained on the Local's website or in person at the meeting.

(c) **Oath of Membership**

New members will take this oath:

"I promise to support and obey the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union." (The oath is included on the application).

(Article B.8.4)

(d) **Continuation of Membership**

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

(Article B.8.3)

(e) **Member Obligations**

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

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

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

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

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 5555 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Ontario Provincial Division

SECTION 6 – MEMBERSHIP MEETINGS

(a) Regular Membership Meetings

Regular membership meetings of Local 5555 shall be held on the first Saturday five (5) times yearly in October, December, February, April and June at 10:00 a.m., alternating between South and North. Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven days in advance of the meeting.

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

(b) Special Membership Meetings

Special membership meetings of Local 5555 may be required, and shall be called by the President and/or Executive Board or may be requested in writing by no fewer than twenty (20) members. The President shall immediately advise members when a special meeting is called, and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

(c) Quorum

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be twenty (20) members, including three (3) members of the Executive Board. In the event a quorum is not present within fifteen (15) minutes after the scheduled time of the beginning of the meeting, the chairperson shall be declared all business referred to the Executive Board for their execution and shall adjourn the meeting.

(d) Membership Meeting Agenda

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

1. Roll call of officers
2. Reading of the Equality Statement
3. Minutes
4. Matters arising from the minutes
5. Secretary-Treasurer's Report
6. Executive Board Reports
7. Reports of committees and delegates
8. Nominations, elections, or installations
9. Unfinished business
10. New business
11. Good of the Union
12. Adjournment

(e) Classification Meetings

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

The minimum number of members required to participate for the transaction of business at any Classification meeting shall be ten (10) Classification members including two (2) members of the Executive Board. Members from other Classifications in the Local Union may participate in these meetings with voice but no vote and are not counted as part of the quorum. (For the purposes of this clause the classifications would be EA/CYW, Custodial, Secretarial/Clerical (incl. Board office, CIS and Transportation) Technical (incl. LRC personnel), ECE, Professional (incl. Naturalist, Psychologist, Speech-Path, Counselors), and Maintenance for a total of seven (7) different classifications.))

SECTION 7 – OFFICERS

The Officers of Local 5555 shall be the Past President (voice, no vote), President, 1st Vice-President/Chief Steward, Secretary-Treasurer, Recording Secretary, Membership Officer, three (3) Trustees, Elected Committee Chairpersons and Stewards. The term of Office shall be 2 years except Trustees. The term of office for Trustees will be three (3) years (One (1) elected every year).

(Article B.2.1 and B.2.2)

Members will elect at the General Election, Elected Committee Chairpersons and twelve (12) Stewards for a two (2) year term. Should twelve (12) Stewards not be elected during the Elections the President/1st Vice President may appoint for the remainder of the term all vacant Steward positions.

SECTION 8 – EXECUTIVE BOARD

- (a) The Executive Board shall include Past President (voice, no vote), President, 1st Vice President/Chief Steward, Secretary Treasurer, and Recording Secretary.
- (b) The Executive Board is seized to run all business of Local 5555.
- (c) The Executive Board shall meet at least once a month.
- (d) A majority of the Executive Board constitutes a quorum.
- (e) The term of Office for Executive Board will be two (2) years. No members may hold more than one (1) elected position as an officer of the Local at one (1) time.
- (f) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (g) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- (h) Should any Officer of Local 5555 fail to answer the roll call for three (3) consecutive regular meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.
- (i) All charges against members or officers must be made in writing and dealt with in accordance with provisions of the CUPE Constitution. (Articles B11.1 to B11.5)

SECTION 9 – DUTIES OF OFFICERS

Each Officer of Local 5555 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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

All signing Officers of Local 5555 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. The signing Officers of the Local will be President, 1st Vice President/Chief Steward and Secretary Treasurer.

(Article B.3.5)

(a) President

The President will be a Full Time Position paid by the Local. The position of President enjoys all rights and benefits entitled to all members of the Local through its current Collective Agreement. The President's position will be based on a forty (40) hour week over twelve (12) months for pay purposes. The President's remuneration will be set by vote of the membership upon recommendations by the President's Committee.

The President will:

- Enforce the CUPE National Constitution, these Local Union bylaws, the Code of Conduct and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties and will have the authority to delegate an Executive Board member to replace them on committees as necessary.
- Fill committee vacancies where elections are not provided for.
- Introduce new members.
- 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 Budget.
- Be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims

must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.

- A petty cash fund will be authorized by the Local from which expenditures can be made by the President, not to exceed \$200.00 at any one time.
- Appoint all committees not otherwise ordered.
- Ensure that effective collective bargaining takes place.
- Attend all grievances at Step 3 or mediation/arbitration.
- Coordinate communications with members and promote initiatives.
- Prepare for elections and meetings.
- Prepare strategies to meet crisis and emergency situations.
- Educate members as to their rights and responsibilities.
- Assist members with problem solving.
- Receive request for service and assign to appropriate officer or representative.
- Meet with Employer Supervisors, Managers, Senior Administration, and Human Resources Staff as needed
- Have first preference and attend as a delegate to the CUPE Events.
- Ex-officio member of all local committees, excluding the President's committee.
- Prepare a President's report for all executive and general membership meetings.
- Meet with CUPE National Representative as needed.
- Oversee preparation of an annual Budget.
- Ensure the Treasurer's books are audited twice per year.
- Assume the duties and position of Past President upon election of a new President.
- Oversee the Local's website and give webmaster authority to place items on it.
- Transact such business as may be necessary for the proper functioning of the Local.
- Monitor all budget lines
- Be the public spokesperson and leader of all political action.
- Be bonded through the master bond held by CUPE National.

- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Participate in training specific to their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

(b) Vice-President/Chief Steward

The 1st Vice-President/Chief Steward will be a Full Time Position paid by the Local as long as Budget allows. The position of 1st Vice-President/Chief Steward enjoys all rights and benefits entitled to all members of the Local through its current Collective Agreement. The 1st Vice-President/Chief Steward's position will be based on a forty (40) hour week over twelve (12) months for pay purposes.

The Vice-President will:

- If the President is absent or not eligible, perform all duties of the President.
- Preside over membership and Executive Board meetings in the absence of the President.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board and/or President.
- Receive request for service and assign to appropriate officer or representative.
- Receive and assign all grievances.
- Chair the grievance committee.
- Co-chair the Negotiating Committee.
- Prepare Vice-president's and Chief Steward's report for each executive and general membership meeting.
- 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 Budget.
- Be bonded through the master bond held by CUPE National.
- Take part in, advertise and be aware of labour activities in various communities of the Local.

- Monitor budget lines within their portfolio.
- A petty cash fund will be authorized by the Local from which expenditures can be made by the Vice-president, not to exceed \$200.00 at any one time.
- Oversee the President's committee.
- Participate in training specific to their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

(c) Secretary-Treasurer

The Secretary-Treasurer will:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or Budget. In consultation with the Executive Board/President, designate a signing officer during prolonged absences.
- Ensure that per capita tax is prepared on all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board/President and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.

- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and/or Vice-president. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least twice each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
- Make all hotel reservations, payments and registrations for all Union events.
- Participate in training specific to their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

(d) Recording Secretary

The Recording Secretary will:

- 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.
- Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.
- Answer correspondence and fulfil other administrative duties as directed by the Executive Board and/or President.

- Keep a record of all correspondence received and sent out.
- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.
- Preside over membership and Executive Board meetings in the absence of the President, Vice-President and Secretary Treasurer.
- Maintain a list and data base of members and educational union courses taken.
- Organize educational workshops for members of the Local through the Executive and Chairpersons and attend as co-ordinator of all workshops.
- Monitor budget lines within their portfolio.
- Be responsible for flowers and/or gifts for Local members.
- Participate in training specific to their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

(e) Trustees

The Trustees will:

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

- Ensure that proper financial reports have been given to the membership.
- Inspect at least twice a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.
- Participate in training specific to their portfolio.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - i. Completed Trustee Audit Program
 - ii. Completed Trustees' Report
 - iii. Secretary-Treasurer Report to the Trustees
 - iv. Recommendations made to the President and Secretary-Treasurer of the Local Union
 - v. Secretary-Treasurer's response to recommendations
Concerns that have not been addressed by the Local Union Executive Board.

(f) Past President

The Past President will act as a consultant to the President and Executive Board and may attend Executive Board meetings and will have voice, no vote.

(g) Membership Officer

The Membership Officer will:

- 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 with consent of the members present.
- Maintain the record of membership attendance at meetings.
- Perform such other duties as may be assigned by the Executive Board/President from time to time.
- Participate in training specific to their portfolio.

- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

(h) Additional Elected Officer Positions and Duties:

1. Health and Safety Chairperson
2. Injured Workers Chairperson
3. Job Evaluation Chairperson

1. Health and Safety Chairperson

- Stay up to date on all Acts, Legislation, and Regulations pertaining to health and safety in the workplace.
- Participate in training specific to their portfolio.
- Chair committee regarding health and safety.
- Represent union and members on health and safety related issues.
- Keep members informed on the April 28th Day of Mourning and location of ceremonies.
- Prepare and submit a written report for each executive and general membership meeting.
- Monitor budget lines within their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

2. Injured Workers Chairperson

- Stay up to date on all Acts, Legislation, and Regulations pertaining to Injured Workers.
- Chair committee regarding Injured Workers.
- Participate in training specific to their portfolio.
- Represent union and members on Injured Worker issues including Return to Work meetings.
- Prepare and submit a written report for each executive and general membership meeting.
- Monitor budget lines within their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

3. Job Evaluation and Pay Equity Chairperson

- Participate in training specific to their portfolio.
- Chair committee regarding Job Evaluation and Pay Equity

- Stay up to date on all Acts, Legislation, and Regulations pertaining to Job Evaluation and Pay Equity as well as all CUPE policies.
- Prepare a report for negotiations around issues related to Job Evaluation and Pay Equity issues.
- Prepare and submit a written report for each executive and general membership meeting.
- Monitor budget lines within their portfolio.
- On termination of office, surrender all books, records and any other property of the Local to their duly elected successor.

SECTION 10 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

(a) Nominations

1. Nominations will be received at the regular membership meeting held in the month of October and no nominations will be accepted after that time. During nominations if a position is accepted and acclaimed then the members name will be removed and considered ineligible from all other nominated positions. Elections will be held at a Special meeting held in the month of November alternating between North and South or electronically where possible.
2. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be stand in writing at the meeting, witnessed by another member.
3. To be eligible for nomination a member will have attended at least fifty (50) percent of the general membership meetings held in the previous twelve (12) months or in the period they were a member, if less than a year, unless a valid written reason, acceptable to the Local executive, has been given for non-attendance and continue to be a member in good standing. All notices of non-attendance must be made prior to any meeting and will not be considered on the day of Nominations or Elections. Any member who cannot attend a general membership meeting for a valid reason, must have notified their regrets to the Recording Secretary forty eight (48) hours prior to the missed meeting. Any member whose regular shift (Not including overtime) falls during a regular membership meeting and sends regrets as per the above timelines will be deemed to have given regrets provided they are working.
4. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time. Nominations and a by-election will take place for the above vacated position(s) at the next general membership meeting.

5. No member will be eligible for nomination if they are in arrears of dues and/or assessments.
6. A trustee for a 3 year term will be elected annually at the Special meeting in November.

(b) **Elections**

1. The President, Recording Secretary, and Elected Chairpersons are elected in even years. The Vice-President/Chief Steward, Secretary-Treasurer, Stewards and Membership Officer are elected in odd years. ***(For the first election for these bylaws in 2017 an election will be held for all positions with the President, Recording Secretary and Elected Chairpersons serving a three (3) year term.)***
2. At a membership meeting, at least one month prior to Election Day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Chief Returning Officer and assistant(s). The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.
3. The Elections Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Chief Returning Officer.
4. The Chief Returning Officer will be responsible for issuing, collecting, and counting ballots. The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
5. The voting will take place at a Special membership meeting in November. The vote will be by secret ballot or electronically where possible.
6. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office provided this is not being done electronically.
7. The candidate with the most votes will be declared elected if done electronically. Otherwise the candidate elected must achieve fifty (50) percent plus 1.

8. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives the most votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
9. When two 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. Multiple position votes will be by plurality vote and winners must acquire at least twenty five (25) percent of the vote.
10. Any member may request a recount of the votes for any election and a recount will be conducted that day if the request is supported, by a majority vote of the members present at the election provided it is not done electronically.
11. If voting is done electronically members may only be nominated to one position. If nominated for more than one position the member must decide on the day of nomination which position they wish to run for.

(c) Installation of Officers

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for two (2) year(s) or until a successor has been elected and installed, provided, however, that no term of office shall be less than one year. Upon election of the new executive officers there will be a transition period of fifteen (15) days before the new executive officers officially take office.
2. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.
3. The Oath of Office to be read by the newly-elected Officers is:
"I, _____, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term."

(Article 11.6(b))

(e) By-elections

Should an office fall vacant for any reason, the resulting by-election should be conducted at the next general membership meeting providing there is more than one (1) year left in their term. Otherwise the position will be filled by the Executive Board until the next election.

SECTION 11 – FEES, DUES AND ASSESSMENTS

Initiation Fee

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be accompanied by an initiation fee of one (1) dollar, which shall be in addition to monthly dues.

Monthly Dues

The monthly dues shall be 1.79% of regular wages.

Amending Monthly Dues

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven days at a previous meeting or 60 days in writing must be given.

Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues or assessments above the level established, these Bylaws will be deemed to have been automatically amended to conform to the new CUPE minima. Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

SECTION 12 – NON PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three months is automatically suspended from membership provided it is not for medical reasons. The member may return to membership in good standing by paying a penalty set by the Local.

SECTION 13 – EXPENDITURES

Payment of Local Union Funds

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

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.
- An annual budget for the calendar year (January to December) will be presented and voted on at the general membership meeting in February.
- The executive board will stay within all budgeting constraints as voted on. Should additional funds be required outside and/or within the budget, a vote must be taken at a membership meeting.

Payment of Per Capita Tax and Affiliation Fees

Authorization to pay per capita tax to CUPE National, to CUPE Ontario, or any labour organization the Local Union is affiliated with, is not required.

Mileage

Mileage allowance paid will be determined at the same rate paid by CUPE National. Mileage will be paid to the driver only. Wherever possible members will be encouraged to share transportation. If no member car is available or it is found to be more cost effective for the Local, then a rental car will be supplied and all members will travel via this vehicle. There will be no requirement that a member travel as a passenger with another member, nor will one to member be expected to transport another member. However, members will be encouraged to share transportation.

Commitments of One Day or More

A meal allowance or per diem to a maximum of 3 meals per day will provided and parking as per official receipt. (Parking may be covered by hotel). Hotel rooms will be provided.

SECTION 14 – OUT-OF-POCKET EXPENSES

Local Union Executive Board and Elected Chairpersons shall be provided a monthly out-of-pocket expense allowance as per the Local's Policies and Procedures Manual.

SECTION 15 – CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 5555 is committed to removing barriers within its control so that all members have equal access to participation.

- (a) When it is practical and demand warrants, Local 5555 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed to a maximum

of the living wage for the area for each hour of required care. Reimbursement will be provided upon proof of payment.

- (b) Any member who is on authorized Local 5555 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

- (a) Except for the President's option, all delegates to conventions, conferences, and educationals shall be chosen by the executive board.
- (b) Delegates to all conventions, conferences, and educationals will prepare a written report back to the Local executive and membership before expenses are paid.
- (c) All delegates attending conventions, conferences, or educationals held outside the School Board's Jurisdiction shall be paid transportation expenses as per these bylaws, and a per diem allowance to cover meals. The Local Union will reimburse the member's employer for any loss of wages.
- (d) Local 5555 will provide members with their per diem allowance prior to, where possible when attending the convention, conference, or educational.
- (e) Local 5555 encourages all equity-seeking groups in their delegation to conventions, conferences, and educationals.
- (f) Any member, who holds a position with the National Union, Provincial Division and/or Labour Affiliate or is requested to perform a duty, will be provided with the financial and /or personal support to perform their designated duties. These members must complete all CUPE National, CUPE Ontario and/or Labour Affiliate expense claim forms for the above listed immediately upon completion of any or all functions/meetings for payment back to the Local. Where there are expenses incurred by the Local, where possible those costs will be cost recovered from the National Union, Provincial Division and/or labour Affiliate.

SECTION 17 – COMMITTEES

1. Negotiating Committee

This will be a special ad-hoc committee established at least six (6) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The Negotiation committee will consist of the Executive Board members, Elected Chairpersons, and two (2) members at large in good standing from classifications other than those already represented on the Executive Board and they must meet the same criteria as for general elections to be eligible to run for these positions. (For the purposes of this clause the classifications would be EA/CYW, Custodial, Secretarial/Clerical (incl. Board office, CIS and Transportation) Technical (incl. LRC personnel), ECE, Professional (incl. Naturalist, Psychologist, Speech-Path, Counselors), and Maintenance for a total of seven (7) different classifications.) The CUPE National Representative assigned to the Local shall be a non-voting member of the Committee and will be consulted at all stages from formulating proposals, through negotiations, to contract ratification by members. The Negotiating Committee will also have one alternate at large member, in the event that one of the Negotiating Committee members cannot attend. This member will be elected at the same meeting as the other members at large.

2. Grievance Committee

This committee will:

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

The committee members will be the Vice President/Chief Steward and twelve (12) stewards. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted.

3. Bylaw and Policies Committee

This committee will:

- Review the bylaws annually and make recommendations to the Executive Board on proposed amendments.
- Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.
- Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.
- Review Policies and Procedures Manual for any needed changes. Any changes to this Manual will be voted on by the membership.

This committee will be an ad hoc committee with members selected by the Executive Board.

4. President's Committee

An ad hoc committee will be established to prepare a recommendation for remuneration for the President and will be appointed by the Vice President with the assistance of the Executive Board excluding the President. The committee will consist of one (1) executive member and at least two (2) members at large. The committee will be established within sixty (60) days following the ratification by the membership of the collective agreement and will disband immediately following the vote of the membership on the remuneration.

5. Other Committees

Committees with elected Chairpersons will be selected by the Chair of that committee and the Executive Board (Health & Safety, Injured Worker and Job Evaluation). The remainder of committees listed below will be selected by the President with the assistance of the Executive Board. All committee member positions will be reviewed every two (2) years.

The following Committees will select and/or elect a Chairperson from within their committee responsible for taking minutes and preparing a report for the Executive and Membership meetings.

EA/CYW Dialogue, Secretarial Dialogue, Professional Dialogue, Maintenance Dialogue, Custodial Dialogue, ECE Dialogue, Community Involvement, Discount Program, Indigenous Workers, Equity, and Social.

Social Committee

This committee will:

- 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. The committee shall submit reports and proposals to the Executive Board or to the membership as required.

A budget for the committee will be fixed annually by the membership but other than that, all social, cultural, and recreational events and activities shall be self-supporting.

The Executive Board has the authority to create any committee they deem needed.

SECTION 18 – COMPLAINTS AND TRIALS

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

(Articles B.11.1 to B.11.5)

SECTION 19 – RULES OF ORDER

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

In situations not covered by Appendix C to these bylaws or the CUPE National Constitution, Bourinot's Rules of Order shall be consulted and applied.

SECTION 20 – AMENDMENTS

(a) **CUPE Constitution**

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

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

(b) Amendment and/or Additional Bylaws

These Bylaws shall not be amended, added to, or suspended except by the Bylaw Committee after an annual review or in an emergency situation deemed by the Executive Board and upon a majority vote of those present and voting at a regular or special membership meeting following a seven (7) days notice at a regular meeting or at least sixty (60) days written notice. The amended or additional bylaws cannot conflict with the CUPE Constitution.

(c) Effective Date of Amended or Additional Bylaws

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

(Articles 13.3 and B.5.1)

Appendix A

CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

Appendix B

CODE OF CONDUCT

Local 5555 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Local 5555 strives to promote 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.

Local 5555 is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Local 5555 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Local 5555 expects that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct for Local 5555 sets out standards of behaviour for members at meetings, and all other events organized by Local 5555. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. 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 members of Local 5555 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; and
- Take responsibility for not engaging in inappropriate behaviour due to abuse 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.

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

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