

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1656

WATERLOO REGION MUNICIPAL EMPLOYEES

BY-LAWS

Revised and Approved

Notice of Motion Presented at Membership Meeting November 25, 2008

Approved and Voted by Members February 19, 2009

Approved by CUPE National President _____, 2009

PREAMBLE:

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 the Local Union, and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 – NAME:

- 1.1 The name of the organization shall be C.U.P.E. Local 1656, Waterloo Region Municipal Employees Union, representing the employees of the Regional Municipality of Waterloo and the Township of North Dumfries.

SECTION 2 – COMPOSITION AND STRUCTURE:

- 2.1 Local 1656 is a composite Local Union representing the Region of Waterloo full-time and part-time outside workers and the Township of North Dumfries full-time and part-time outside workers.

- 2.2 **Additional Sub-Units:**

Any other Local Unions or additional Bargaining Units that may be accepted into membership of Local 1656 by the members shall be allowed to do so only on the recommendation of the Executive Board and with the approval of the members and in the manner consistent with Section 2.1 and as determined by these by-laws.

SECTION 3 – PRINCIPLES AND OBJECTIVES:

The objectives of this Local are to:

- 3.1 To unite in one organization, regardless of religion, creed, race, colour, nationality, ancestry, place or origin, sex, sexual orientation, marital status, age, political affiliation, ability or disability, all of the employees under the jurisdiction of this Local;
- 3.2 Secure adequate remuneration for work performed, and generally advance the economic and social welfare of its members and of all workers;
- 3.3 Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;

- 3.4 Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- 3.5 Encourage the settlement by negotiation and mediation of all disputes between the members and their employers;
- 3.6 To protect and improve the health and safety and the general working conditions in the workplace;

SECTION 4 - INTERPRETATION AND DEFINITIONS:

- 4.1 NATIONAL OFFICE refers to CUPE headquarters, Ottawa, and the abbreviation CUPE is always used with a National connotation, unless stated otherwise.
- 4.2 LOCAL or LOCAL UNION wherever used in these By-Laws refers to the Membership of Local # 1656, Canadian Union of Public Employees – Waterloo Region Municipal Employees Union.
- 4.3 GENERAL MEMBERSHIP MEETING wherever used in these By-Laws refers to and means meetings held and attended by Members of all Bargaining Units on a regular monthly basis regardless of Bargaining Unit jurisdiction.
- 4.4 SPECIAL GENERAL MEMBERSHIP MEETING wherever used in these By-Laws refers to and means meetings as may be ordered by the Executive Board or as provided elsewhere in these By-Laws and such meetings shall only entertain topics of general interest to all Members.
- 4.5 EXECUTIVE OFFICER will mean one of the President, the Vice-President, the Treasurer, the Recording Secretary, the Chief Steward, the Bargaining Unit Chairpersons(North Dumfries and Region Part-Time), the Sergeant at Arms, and the Trustees.
- 4.6 EXECUTIVE BOARD will be comprised of the Executive Officers except the Sergeant at Arms and the Trustees.
- 4.7 ARTICLE # will mean National Constitution Article(s).
- 4.8 MEMBER will mean any dues paying Employee, who holds a signed Union membership card and is in good standing within Local # 1656 – Waterloo Region Municipal Employees Union.
- 4.9 SUB-UNIT will mean either the North Dumfries Bargaining Unit, and/or the Region Part-time Bargaining Unit, and/or any other Bargaining Unit as per Section 2.2 of these By-laws.

- 4.10 Wherever the masculine pronoun “he”, “his” or “him” is used in these by-laws it shall be assumed to automatically include and apply to the feminine pronoun “she”, “hers” or “her.”

SECTION 5 – MEMBERSHIP MEETINGS – GENERAL, SUB-UNIT & SPECIAL:

All business transacted at Union meetings shall be confidential and shall not be disclosed to non-members.

5.1 General Membership Meetings:

- 5.1.a) General Membership Meetings shall be held monthly, on the ~~3rd~~ **2nd Tuesday** at 7:30 p.m. If a statutory holiday intervenes, the Executive Board shall give a week’s notice of any change in the date of the Regular meeting. The annual schedule of meetings shall be posted at least seven (7) days prior to the first meeting of any year. A standard agenda for the General Membership Meeting shall be posted on the Local Union’s bulletin boards in the workplace. Notice of Motion and Special Agendas will be separately posted.
- 5.1.b) A quorum for the transaction of business at any General Membership Meeting shall be 5% of the total member of Local 1656, in good standing, **plus including** (2) two of the members of the Executive Board.
- ~~5.1.c) Only one (1) ALCOHOLIC beverage shall be allowed to be consumed while meeting is in progress.~~

5.2 Special General Membership Meetings:

- 5.2.a) Special General Membership Meetings may be ordered by the Executive Board or requested in writing by no fewer than fifteen percent (15%) of the Membership. The President shall immediately call and arrange for a Special General Membership Meeting when so ordered or requested and shall see that all members receive at least forty-eight (48) hours’ notice of the Special General Membership Meeting and the subject(s) to be discussed. No business shall be transacted at the Special General Membership Meeting other than that for which the meeting is called and notice given.
- 5.2.b) A quorum for the transaction of business at any Special General Membership Meeting shall be 3% of the total members of Local 1656, in good standing, plus a majority of the members of the Executive Board. If the members requested the meeting in writing, there will be an additional requirement that at least 75% of those members who requested the meeting in writing shall be in attendance to constitute a quorum for the meeting.

5.2c) All voting at Special General Membership Meetings shall be by a show of hands or by secret ballots, as determined by the members present.

5.3 **Sub-Unit Meetings:**

5.3(a) Regular Sub-Unit membership meetings shall be held at a time, date and location as determined by either the Sub-Unit Chairperson and/or the Sub-Unit members.

5.3(b) Sub-Unit meetings may be ordered by the Executive Board or requested in writing by no fewer than twenty-five percent (25%) of that Sub-Unit's Membership. The Sub-Unit Chairperson shall immediately call and arrange for a Sub-Unit membership meeting when so ordered or requested and shall see that all members receive at least forty-eight (48) hours' notice of this meeting and the subjects to be discussed.

5.4 **Strike votes, Ratification Votes:**

Notwithstanding anything to the contrary in these by-laws, meetings at which strike and/or ratification votes due to contract negotiations are to be held shall be carried out in accordance with the provisions of the Ontario Labour Relations Act. Although no quorum is required, employees eligible to vote shall be given ample notice of the time of the meeting, which in any case shall be no less than forty-eight (48) hours.

5.5 Executive Board members have the right of attendance at all CUPE Local 1656 meetings with voice and vote. Notwithstanding the foregoing, at Sub-Unit meetings only those Executive Officers from that Sub-Unit may vote.

5.6 The National Representative and/or National Officers shall have the right of attendance and voice at all CUPE Local 1656 meetings.

5.7 **Order of Business:**

The order of business at General Membership Meetings is as follows:

1. Roll Call of Officers
2. Voting on New Members and Initiation
3. Reading of Previous Minutes
4. Matters Arising from the Minutes
5. Treasurer's Report
6. Communications and Bills
7. Executive Board Report
8. Reports of Committees and Delegates
9. Nominations, Elections, or Installations
10. Unfinished Business
11. New Business
12. Good of the Union

13. Adjournment

SECTION 6 – OFFICERS OF LOCAL 1656:6.1 **Officers of Local 1656:**

The Officers of the Local Union shall be the President, the Vice-President, one Sub-Unit Chairperson from the ~~Part-Time~~ and North Dumfries Sub-Unit, the Treasurer, the Recording Secretary, the Chief Steward, three (3) Trustees and the Sergeant-at-arms.

6.2 **Term of Office:**

- a) All elected positions shall be for a two- (2) year term in accordance with these by-laws **except as provided for in b).**
- b) Three (3) trustees shall be elected, one for a one (1) year term, one for a two (2) year term and one for a three (3) year term.**

SECTION 7 – EXECUTIVE BOARD:

- 7.1 The Executive Board shall meet prior to the General Membership Meeting and at such other time, as the Executive Board may deem necessary. Executive Board Members shall be granted paid union leave of absence to attend Executive Board meetings where the Executive Board Member would have been otherwise required to work.
- 7.2 A majority of the Executive Board constitutes a quorum. All decisions of the Executive Board shall be decided by majority vote amongst the Executive present.
- 7.3 The Executive Board 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.
- 7.4 The Executive Board shall do the work delegated to it by the Local and shall be held responsible and accountable for the proper and effective functioning of all Committees. The Executive Board shall be solely responsible for recommending to the members of the Local whether or not a grievance shall proceed to arbitration. The members of the Local shall be responsible for approving whether or not a grievance shall proceed to arbitration.

A decision not to proceed to Arbitration may be appealed by the affected member(s) at the next General Membership Meeting immediately following the

decision not to proceed to arbitration with the grievance in accordance with the attached procedure.

In the absence of a quorum or in the event that a decision must be made on the referral or non-referral of a grievance to arbitration due to the time limits of the applicable collective agreement and the employer's failure to agree to extend time limits, the Executive Board shall have the authority to make a decision to refer or not refer a grievance to arbitration and will report such decision to the next General membership meeting. In this case the member/grievor may make his/her appeal to the Executive Board instead of the membership.

- 7.5 All charges against the members or Officers must be made in writing and dealt with in accordance with the provisions of the CUPE National Constitution, Article B.6.2a)
- 7.6 Should any Executive Board member fail to answer the roll-call for either three consecutive General Membership Meetings or two consecutive regular Executive Board Meetings without having submitted in advance of such meeting good reasons for those failures, the office shall be declared vacant and shall be filled by an election at the following General Membership Meeting. Good reason shall be defined as illness (his/her own or immediate family member), injury, and death of an immediate family member, vacation, work shift, or attendance at other Union business. Executive Board members shall notify either the President or the Vice President in advance of when they are going to be absent and shall provide the officer with the reason for the absence.
- 7.7 Executive Board members removed from right of Office as set out in Section 7.6 shall not receive out-of-pocket expenses for the applicable period in which the member failed to answer roll call.
- 7.8 Should any of the Executive Officer, Sub-Unit Chairperson or steward apply for a position outside the scope of the Union at any time the officer shall advise the Executive Board of the details of such position as soon as possible. Should the position applied for be with their current employer or any other employer in the public sector or should such position, in the opinion of the Executive Board, possibly conflict with the execution of the duties of the Officer or possibly compromise any of the members of the Local, the Officer shall immediately resign their office. The members of the local will be advised by the Executive Board of the reasons for any such decisions.
- 7.9 Should any of the Executive Officers assume a full-time position outside the scope of the Union for any period of time, the Officer shall advise the Executive Board of the details of such position as soon as possible. The Officer shall be relieved from their Union responsibilities for the time the Officer holds this job and the Treasurer shall be notified immediately. The relieved Officer will forfeit out-of-pocket expenses as per the Expense Policy, on a pro-rata basis, for the period of time the Officer is relieved of their Union responsibilities. The members will be advised by the Executive Board of the reasons for any such decision.

- 7.10 Should any of the Executive Officers apply for, hold or assume any position outside the scope of the Union at any time that may possibly conflict with the "Oath of Office" the officer shall advise the Executive Board of the details of such position as soon as possible. Should the position applied for, in the opinion of the Executive Board, possibly conflict with the execution of the duties of the Officer or possibly compromise any of the members of the Local or the objectives of the Local, the Executive may require the Officer to be relieved from their Union responsibilities until such time as the position held or applied for by the Officer has been either vacated or decided. The members will be advised by the Executive Board of the reasons for any such decision.
- 7.11 The Executive Board members shall hold office until their successors have been elected.
- 7.12 Two designated signing officers (President and Treasurer) must sign all cheques and all signing officers must qualify for bonding.
- 7.13 Special Executive Board meetings may be called by the President or by a majority of the members of the Executive Board. At least 24 hours notice of all special Executive Board meetings shall be given to the Recording Secretary.
- 7.14 In the case of an emergency, the Executive Board may arrive at a course of action by telephone. Such action taken by the Board shall constitute action of the Board as though it were in formal session. This option shall not be used where the nature of the issue to be discussed requires discussion and debate by the Executive.
- 7.15 In the event of no quorum, the Executive Board shall be empowered to conduct such union business that is necessary. All actions and decisions under these circumstances will be brought to the attention of the membership at the next regular membership meeting.**

SECTION 8 – DUTIES OF OFFICERS:

- 8.1 The **President** shall:
- function as the Chief Executive Officer of the Local and shall exercise supervision over the Local.
 - be a signatory to all official documents, shall be one of two (2) signatories for all orders on the treasury and shall be bondable.
 - be the official spokesperson for the Local with the media or may designate these duties.

- enforce the CUPE Constitution and the By-Laws of Local 1656;
- preside at all General and Special membership and Executive Board 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 his rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie;
- ensure that all officers perform their assigned duties;
- fill **or appoint** committee vacancies where elections are not provided for;
- introduce new members and conduct them through the initiation ceremony;
- sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- have first preference as a delegate to the CUPE National Convention (Article B.3.1) the Ontario Division, and any other conferences, seminars or conventions.
- The right to attend any Sub-Unit meetings.
- be an ex officio member of all committees
- be in attendance at all arbitration hearings of the local union.
- shall take the necessary leaves of absence to attend to the affairs of the local Union and shall approve the necessary paid leaves of absence for other officers or members to attend to the affairs of the local Union.
- shall be in attendance at all collective bargaining meetings of the local Union.
- on termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.2 The **Vice- President** shall:

- if the President is absent or incapacitated, perform all duties of the President;
- if the office of President falls vacant, be Acting President until a new President is elected;
- render assistance to any member of the Board as directed by the Executive Board.

(Article B.3.2)

- on termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.3 The **Sub-Unit Chairperson** shall:

- Shall represent the interests of their Sub-Unit with the members and the Executive Board and shall provide at each Executive Board Meeting a written report or minutes outlining the affairs of the Sub-Unit.
- Shall be in attendance at all collective bargaining meetings with the Sub-Unit he/she represents.
- Shall be in attendance at all arbitration hearings of their Sub-Unit.
- Perform senior steward duties where not otherwise provided for.
- Be ex-officio on all Standing Committees in his/her Bargaining Unit
- On termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.4 The **Recording Secretary** shall:

- Keep full, accurate and impartial account of the proceedings of all General or special membership and Board meetings;
- Shall refer all relevant correspondence to the appropriate Union Officer without delay.
- Record all alterations in the By-Laws; upon approval of by-law amendments by the members shall immediately forward a copy of such amendments to the CUPE National Office for approval.

- Answer correspondence and fulfil other secretarial duties as directed by the Board;
- 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 and Board meetings in the absence of both the President and the Vice-President;
- Be empowered, with the approval of the membership, to employ necessary stenographic or other assistance to be paid for out of the Local's funds;
- On termination of office, surrender all books, seals and other properties of the Local to his successor. (Article B.3.3.)

8.5 The **Treasurer** shall:

- Shall be one of two (2) signatories for all orders on the treasury.
- 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;
- Prepare all CUPE National per capita tax forms and remit payment no later than the 15th day of each month unless the Local or the predecessor Locals have chosen to remit per capita to the National Union by "direct remittance".
- Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- Make financial reports in writing to the Local Union at the monthly Executive Board and General Membership meetings.
- Be bonded for not less than \$50,000.00 (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer) through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- Pay no money unless supported by a voucher duly signed by the President and one other member of the Board or any two other members of the Board,

except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated **or with any business with whom CUPE Local 1656 has regular transactions;**

- Make all financial records and bank statements available for inspection by the auditors an/or Trustees on reasonable notice, and have the books and financial records audited semi-annually;
- Advise the Executive Board of the progress of the semi-annual audit by the Trustees; advise the Executive Board immediately if the Trustees have not been able to either undertake or complete their audit in the time period set out above.
- Provide the Trustees promptly with the financial records any information they may need to complete the audit report forms supplied by CUPE;
- Be empowered, with the approval of the Membership, to employ necessary clerical assistance to be paid for out of the Local's funds;
- Notify all members who are one month in arrears and report to the Board all members two or more months in arrears in the payment of union dues;
- Throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as the records and supporting documents for all income received by the Local Union;
- On termination of office, surrender all books, records and other properties of the Local to his successor. (B.3.4. to B.3.9)

8.6 The **Chief Steward** shall:

- Be familiar with all of the collective agreements of the Sub-Units of the Local
- Organise and co-ordinate the stewards from the several Bargaining Units.
- Provide counsel, advice and assistance to the Stewards in writing, negotiating and settling grievances up to the final step of the grievance.
- Attend any grievance meetings as required by the Sub-Unit Chairperson and/or the Stewards.

- Develop and maintain a comprehensive filing system for the storage and organization of all Local 1656 grievances.
- Be responsible for the convening of steward training courses for the stewards in consultation with the Sub-Unit Chairpersons
- Confer with the Sub-Unit Chairperson and Stewards of the Sub-Unit on any grievances that may need to proceed to arbitration in order to make a recommendation for a grievance to either proceed or not proceed to arbitration;
- Make a recommendation to the Executive Board for a grievance to either proceed or not proceed to arbitration;
- On termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.7 The **Trustees** shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees semi-annually;
- As soon as possible after assuming their office as a trustee must attend any CUPE education courses for financial officers or trustees as determined by the Executive Board.
- Make a written report their findings to the first membership meeting following the completion of each audit;
- Submit in writing to the President and the 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 are not paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports are made to the membership;
- Audit the record of attendance;
- Inspect at least ~~twice~~ **once** a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;

- Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and the Secretary –Treasurer and the Secretary-Treasurer’s response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

(Articles B.3.10. to B. 3.12)

- On termination of office, surrender all books, papers or other property of the Union to the Officer’s successor.

8.8 The **Sergeant at Arms** shall:

- Guard the inner door at General and Special membership meetings and admit to such meetings only those members in good standing, or Officers and Officials of CUPE
- Record the membership attendance at meetings and submit it to the Correspondence Secretary at the end of the meeting.
- Ensure that no one shall enter the meeting during the taking of a vote.
- When a member is called to order for the last time by the President or the Chair, he/she shall ask the member to leave the meeting and shall escort the member from the meeting.
- Be empowered to secure the assistance of other members to ensure that order is maintained when so requested by the Chair.
- Shall perform other duties as may be assigned by the Executive Board from time to time.

8.9 The **Steward** shall:

- Organize the unorganized by signing up any new members and any current members who have not signed Union cards;
- Protect the rights of members in their area of responsibility by presenting concerns of members to management, by writing, negotiating and settling grievances;
- Communicate to the Vice-President any employer activity that may compromise the rights of members or provisions of the collective agreement;

- Strengthen the Union in the eyes of both the members and the employer and promote support of the Union among the members;
- Keep members informed of matters affecting the Sub-Unit and the Local
- Act as a resource to the Vice President and the Chief Steward as to the needs and concerns of the members in his/her work area.
- Inform the good and welfare committee they are aware of the need of a bereavement, arrangement/donation, a fruit basket, or retirement plaque or gift.

SECTION 9 – ADMINISTRATION AND RESPONSIBILITY:

- 9.1 The highest legislative and policy forming body and authority of the Local Union shall be the General Membership Meeting.
- 9.2 Between General Membership Meetings the highest authority shall be the Executive Board **in accordance with Section 7:15.**

SECTION 10 – NOMINATION, ELECTION, INSTALLATION OF OFFICERS:

10.1 Nomination:

- a) To be eligible for nomination to a position on the Executive Board a member must first meet the criteria as set out in Section 4.8 of these By-laws. Nominations for positions on the Executive Board (excluding the North Dumfries Chairperson) shall be received at the General membership meeting held in the month of June. Election for these positions shall be by a simple majority (50% plus one vote) of votes cast at the General Membership election meeting.
- b) Nominations for the position of North Dumfries Sub-Unit Chairperson shall be received at the Sub-Unit membership meeting held in the month of May. Election for these positions shall be by a simple majority (50% plus one vote) of votes cast at the Sub-Unit Membership election meeting.
- c) To be eligible for nomination for positions on the Executive Board a member shall have attended at least fifty percent (50%) of the General membership meetings held in the previous twelve (12) months as set out in Section 5.1 a) or in the period he was a member, if less than a year, unless a valid reason, acceptable to the Local, has been given **in writing and submitted prior to** at the time of the meeting for non-attendance.

- d) To be eligible for nomination for positions in the Sub-Unit a member shall have attended at least fifty percent (50%) of the Sub-Unit meetings held in the previous twelve (12) months or in the period he was a member, if less than a year, unless a valid reason, acceptable to the Local, has been given **in writing and submitted prior to** at the time of the meeting for non-attendance.
- e) No nomination shall be accepted unless the member is in attendance at the Election meeting or **unless** has a valid reason acceptable to the Local for the absence has been given **in writing and submitted prior to** at the time of the meeting for non-attendance. No member shall be eligible for nomination if he is in arrears of dues, assessments, doesn't hold a signed membership card and/or is not in good standing within the Local.
- f) To be eligible for nomination for the position of President or Vice President, the member must have previously have served as a member of the Executive board.

Should none of the nominees for each position meet the time limit or prior service criteria above, then nominations for the position shall be accepted from the floor of any members in good standing present.

- g) To be eligible for nomination for the position of Recording Secretary, Treasurer or Chief Steward the member must have had at least one (1) year prior service in a position on the Executive Board, as a Sub-Unit Chairperson, or a Steward.

Should none of the nominees for each position meet the criteria above, the nominees for each position must have previously served on the Executive Board of Local 1656.

Should none of the nominees for each position meet the criteria above, then nominations for the position shall be accepted from the floor of any members in good standing present.

- h) All elected positions on the Executive Board, except trustees, shall be for a two (2) year term.
- i) The elected positions of Sub-Unit Chairperson shall be for a two- (2) year term.
- j) Stewards shall be elected at the Sub-Unit election meeting, the General Membership Election Meeting or in accordance with the regular practice established by the Executive Board, and approved by the members.
- k) The Executive Board shall appoint health & Safety representatives.

10.2 First Elections to be Held:

- a) ~~Commencing with the elections in June 2002, the Executive Board positions of Executive Vice President, Treasurer and Chief Steward shall be elected in the odd numbered years every two- (2) years. Election for the above positions shall be by a simple majority (50% plus one vote) of votes cast at the General Membership election meeting. *(It is understood that the first term of office for the above shall be only one year, the first two year term shall be elected in 2003.)*~~
- b) Commencing with the elections in June 2002, the Executive Board positions of President, Recording Secretary, Part-Time Sub-Unit Chairperson and Sergeant at Arms **and delegates to CUPE council** shall be elected in the even numbered years every two (2) years. Election for the above positions shall be by a simple majority (50% plus one vote) of votes cast at the General Membership election meeting.
- c) ~~Commencing with the Sub-Unit elections in May, 2002, the position of North Dumfries Sub-Unit Chairperson and Steward shall be elected in the even numbered years every two (2) years by a simple majority of votes cast at the Sub-Unit Membership election meeting or General Membership Meeting.~~
- ~~d) The title of Section 10.2 shall be automatically amended to "Elections" and the italicized print be removed upon the completion of the regular elections in the year 2003.~~

10.3 Election Guidelines:

- a) At the General Membership meeting in May the Recording Secretary shall present to the President a list of all those members who qualify to stand for election in accordance with Section 10.1. This list shall be compiled from the membership attendance taken by the Sergeant at Arms.
- b) At a membership meeting at least one (1) month prior to Election Day the President shall, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee shall include members of the Local who are neither officers nor candidates for office. It shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
- c) The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- d) The Returning Officer shall be responsible for issuing, collecting, and counting ballots. He must be fair and impartial and see that all arrangements are unquestionably democratic.

- e) The President may set the appointment of an Elections Committee aside if a National Representative presides and conducts the election. Volunteer assistants may be selected in order to assist with the distribution, collection and counting of ballots. If there is a tie vote for any office, the right to cast a vote to break the tie shall rest with the President, or in his absence, the presiding elected officer.
- f) No member may hold more than one (1) elected Executive Board office.
- g) The voting for the Executive Board shall take place at the General Membership meeting in June. The vote shall be by secret ballot.
- h) The voting for the North Dumfries Sub-Unit Chairperson and Steward shall take place at the Sub-Unit membership meeting in May. The vote shall be by secret ballot.
- i) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- j) A majority (50% plus one vote) 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 (50% plus one vote). On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote, the presiding officer may cast the deciding vote.
- k) When two (2) or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- l) 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 5.1(b).

10.4 **Installation:**

- a) All duly elected Officers shall be installed at the meeting at which elections are held and shall take the Oath of Office as outlined in the CUPE Constitution.

"I, do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of my Office, for the ensuing term, as prescribed in the Constitution and Laws of the Canadian Union of Public Employees, and as an Officer of this Union will at all times endeavour, both by council and example, to promote the harmony and preserve the dignity of its sessions.

I further promise, that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Union in my possession to my duly elected successor in Office.”

- b) All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for the term as prescribed in Section 10.2 a), b) and c) or until a successor has been elected and installed, provided, however, that no term of office shall be longer than two (2) years for positions on the Executive Board or two (2) years as the Sub-Unit Chairperson. (Article B.2.4)
- c) The term of Office for Trustees shall be as laid down in the CUPE Constitution.

10.5 **By-Elections:**

Should an office fall vacant pursuant to Sections 7.6, 7.8, 7.9 and 8.5 of these By-Laws or for any other reason, the resulting by-election shall be conducted at the next General Membership meeting or at the next Sub-Unit membership meeting, as the case may be.

SECTION 11- FEES, DUES AND ASSESSMENTS:

11.1 **Initiation Fee:**

Each application for membership in the Local shall be directed to the Treasurer and shall be accompanied by an initiation fee of \$1.00, which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.

(Articles B.4.1 & B.10.2)

11.2 **Re-admittance Fee:**

The re-admittance fee shall be \$1.00.
(Art. B.4.1. & B.II.2)

11.3 **Monthly Dues:**

The monthly dues for all Sub-Units shall be 1.5% of regular-posted hourly wages.
(Art. B.4.3)

Changes in the levels of the Initiation Fee, the Re-admittance Fee, or the Monthly Dues can be effected only by the following procedure for amendment of the By-

Laws (See Sect. 16) 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 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

- 12.1 Any member in arrears for a period of three (3) months or more shall be automatically suspended and the Secretary-Treasurer shall report his suspension to the Executive Board. The Executive Board shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the re-admittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed or unable to work because of sickness, he shall pay the re-admittance fee but may not be required to pay his arrears. (Article B.11.1)
- 12.2 A member who is off work either receiving or awaiting receipt of Long Term Disability or W.S.I.B. benefits, on maternity, parental or adoption leave and not receiving pay from their employer shall continue to be considered to be a member in good standing and shall not be required to pay Union dues for the duration of their absence from work.

SECTION 13 – VOTING OF FUNDS:

- 13.1 Except for ordinary expenses and bills as approved at membership meetings, no sum over twenty-five (25) dollars shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting. “Any cause outside CUPE “ shall include any appeal for financial assistance made from the floor at a convention or conference.
- (Art. B.4.4)
- 13.2 The funds of the local union shall not be divided, donated or disbursed in whole or in part among individual members of the union for gifts or other reasons. These funds can only be used for valid local union purposes in keeping with the intent of the National Constitution.
- (Art. B.1.2 & B.4.4).

SECTION 14 – DELEGATES TO CONVENTIONS AND CONFERENCES:

- 14.1 Except as provided in Article 8.1, the Executive Board members shall have priority to attend conventions and conferences and shall be as set out below or as determined by the Executive Board. In the event that the President declines his option as a delegate, an alternate delegate shall be elected from among the Executive Board by the Executive Board.

In order to qualify as a delegate to any convention or conference a member of the Executive must have attended at least 50% of the General Membership meetings in the last 12 months immediately preceding such convention or conference.

Should the Executive wish to recommend that alternate delegates attend any convention or conference, such recommendation shall require the prior approval of the members. The selection of alternate delegates shall be from the remainder of the Executive Board.

14.2 **Central Western District CUPE Council:**

Delegates to the Central Western District CUPE Council shall be elected **for a term of two (2) years in even numbered years from amongst the** membership at the Local 1656 elections meeting in June. Should no member stand for this position(s) the Executive may appoint the delegates. The President ~~from among the delegates~~ shall appoint an official reporter and such reporter shall report at each General membership meeting the proceedings of the Council meetings.

SECTION 15 – MONTHLY OUT OF POCKET EXPENSES:

- 15.1 The Officers of Local 1656 shall receive out of pocket expenses as follows:

Executive Officers:

President	\$90.00 \$110.00 per month
Vice-President	\$80.00 \$100.00 per month
Treasurer	\$80.00 \$100.00 per month
Recording Secretary	\$80.00 \$100.00 per month
Chief Steward	\$80.00 \$100.00 per month
Sergeant at Arms	\$70.00 \$90.00 per year
Trustees (3)	\$35.00 \$45.00 per audit 6 month audit
C.U.P.E. Council Delegates	\$10.00 \$15.00 per Council meeting attended
Stewards	(10) \$60 \$80.00 per year

Sub-Unit Officers:

Sub-Unit Vice President \$100.00 per year
(North Dumfries)

- 15.2 In conformity with Section 10.3 (f), no elected Executive Board Member or representative shall receive out of pocket expenses, as provided in this section, for more than one executive board (1) office.

SECTION 16 – AFFILIATIONS:

- 16.1 CUPE Local shall be affiliated to the following labour organizations and shall pay the required per capita:

Ontario Division of CUPE
Ontario Federation of Labour
Central Western District CUPE Council Local 9136

SECTION 17 – COMMITTEES:

- 17.1 To be eligible for election as a member of any of the following committees a member shall have attended at least five (5) General Membership meetings held in the previous twelve (12) months or fifty percent of the General Membership meetings in the period he was a member, if less than a year, unless absent due to work, illness or injury or unless a valid reason, acceptable to the Local, has been given at the time of the meeting for non-attendance

- 17.2 **Special Committees:**

A Special “*Ad Hoc*” Committee may be established for a specified 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 or the Executive Board. The Committee shall elect from among themselves a member as chairperson, whose position shall be referred to and confirmed by the Executive Board. Two (2) members of the Executive Board may sit on any Special Committee as *ex-officio* members.

17.3 Negotiating Committee:

- a) This shall be an *Ad Hoc* committee established at least twelve (12) months prior to the expiry of the Sub-Unit's collective agreements. The committee for each Bargaining Unit shall be comprised as follows:

Region of Waterloo Full time; 5 employees: The President and the other Full time members of the Executive Board or designate(s).

Region of Waterloo Part time; 3 employees: The President, ~~the Sub-Unit Chairperson~~ and the Part time Steward, **or designates selected as per Section 8.1.**

North Dumfries Township; 5 employees: The President, the Sub-Unit Chairperson, and three (3) other members of the North Dumfries Sub-Unit.

- b) The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The CUPE Representative assigned to the local shall be a non voting member of this committee and shall be consulted at all stages of negotiations from the formulation of proposals, through negotiations to the ratification of the contract and the signing of the new collective agreement.
- c) It shall be the duty of the respective negotiating committee to endeavour to effect a new collective agreement (memorandum of settlement) before or by the expiry date of the current collective agreement in order to avoid the necessity of retroactive wage adjustments.

17.4 Standing Committees:

- a) The term of all standing committees shall be concurrent with the term of the officers. The committee shall elect from amongst themselves a member as chairperson, except where provided otherwise, whose position shall be referred to and confirmed by the Executive Board. The President shall be a member, *ex-officio*, of each committee. Each standing committee shall have a *liaison* on the Executive and to which the committee shall report and through which the committee shall address the Executive Board. The committee shall appoint a secretary from amongst its members. The chairperson or designate of each committee shall be present at each General membership meeting to present a report to the members.

17.5 Local Union Standing Committees:

The term of all local Union standing committees shall be concurrent with the term of the Officers.

1. Education Committee:

This committee shall be chaired by the Vice-President and shall be composed of three members. This committee shall be responsible for recommending courses of interest to members, stewards and Officers or as requested by the Local union. The Committee shall recommend to the Executive Board those members who shall attend education programs. The Committee shall maintain active liaison with the CUPE Central Western District Council to co-ordinate the education requirements of the Local with the CUPE Council.

2. Social:

This committee shall be composed of three (3) members elected from among the members at the General Membership meeting in January of each year. The committee shall elect a chair from among themselves. The committee shall arrange and conduct all social and/or recreational activities of the Local Union on the Committee's own initiative or as a result of decisions taken at membership meetings. The committee shall submit proposals and reports to the Executive Board and the membership for approval. All social and recreational events shall be self-supporting, i.e.: by those members who chose to attend such events.

The committee shall keep accurate financial records of all revenue and expenses in a form determined by the Treasurer of the Local. The Chair of the committee shall prepare a financial statement of the committees events no less than twice a year.

The details of the operation of this committee such as the financial limits and the events to be conducted shall be developed at a later date by the Executive Board. All Social committee funds are subject to budget.

3. Political Action, Job Security and Publications Committee:

This committee shall be chaired by the President and shall be composed of three members. The committee shall be responsible for co-ordinating political action on behalf of the Local Union. The committee shall be responsible for receiving and distributing information between members, municipal councils, boards and the general public for the benefit of the membership and the Local Union.

The committee shall be responsible for co-ordinating the protection of job security of the Sub-Units of the Local. The committee shall be responsible for developing a Local Union newsletter for the interest and the promotion of the Local Union to its members.

4. By-Law Committee:

This committee shall be composed of three (3) members of the Executive Board, who shall select from amongst them a chair. By-laws will be reviewed annually and reported to the membership at the March membership meeting. The committee shall ensure that the proper process is followed in amending these by-laws. The committee shall consult with the National Representative in the development of by-law amendments.

5. Finance Committee:

This committee shall be composed of three (3) members and the Treasurer, who shall act as the Chair of the committee. The committee shall be responsible for reviewing the financial procedures of the Local, its level of revenue, union dues and fees, expenditures, strike funds and investments and establish annual budgets with a view to ensuring that the Local Union operates in accordance with the financial sections of these by-laws and the objectives in the Regulations to the By-laws. Any recommendations of the committee to alter current financial policies or initiate new financial policies shall be set forth in writing and shall be submitted to the Executive Board.

6. The Good and Welfare Committee

The committee will consist of 2 fulltime 1-partime members. N.Dumfries unit member. This committee will be chaired by the member of the full time unit. The committee will be responsible for notifying the executive when there is a need for fruit basket, a bereavement arrangement, or retirement plaque or gift. The chair of this committee will be responsible for the purchase arrangements according to section (F 1.1)

17.6 **Bargaining Unit Standing Committees:**

The term of all Bargaining Units standing committees shall be concurrent with the term of the Sub-Unit officers.

1. Grievance Committee:

This Committee shall process all grievances not settled at the initial stages and its written reports shall be submitted to the Chief Steward and the

National Representative. The Chief Steward shall report on the Grievance Committee's reports to the General Membership Meeting.

Grievances must be in writing on the forms provided by CUPE National Office and signed by the grievor(s) as provided in the applicable collective agreement. The committee shall be comprised of the Chief Steward and the Stewards of each Sub-Unit and may meet prior to the General Membership Meeting.

2. Labour-Management Committee / Employee Relations Committee:

The Committee in each Sub-Unit shall meet with the employer as provided in the respective collective agreement to discuss issues of mutual interest. The Committee shall not have jurisdiction over any matters of collective bargaining. The composition of the committee shall be consistent with the provisions of the applicable collective agreement and shall representation from the Executive Board.

3. Health and Safety Committee:

This committee shall maintain the spirit of the Occupational Health & Safety Act. It shall identify, evaluate and recommend a resolution for all matters pertaining to health and safety in the workplace. It shall ensure adequate education and training programs are provided in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health & Safety Act. The committee shall deal with any health and safety matter relating to regulations, policies, designated substances, WHMIS and other Acts.

The Committee shall report any difficulties in carrying out its duties to the Executive Board. Representation by members on the committee and representation on any of the workplace committees shall be by appointment of the Executive Board.

4. Job Security Committee:

This committee shall be composed of three (3) members with the Vice President as the chair. The purpose of the committee is to keep the Sub-Unit membership aware of contracting out issues by the Employer and other actions by the Employer and/or council that may threaten the job security of the members or the security of the Union. The mandate of the committee shall be to attend and represent the members at council meetings and its committee meetings where issues are raised concerning any aspect of the work of the Bargaining Unit.

5. Job Evaluation Committee:

Wherever a Joint Job Evaluation (JJE) Plan is in place or is being negotiated, it shall be this Committee's function to work within the parameters of the Terms of Reference and the Plan for the benefit of the membership.

Selection of members of the Rating Committee or any other committee involved in Joint Job Evaluation shall be by appointment of the Executive Board on the recommendation of the CUPE Job Evaluation Representative. This committee shall at all times work in conjunction with the assigned CUPE National Representative and/or the CUPE Job Evaluation Representative.

SECTION 18 – RULES OF ORDER:

- 18.1 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.
- 18.2 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 19 – AMENDMENT:

- 19.1 These By-Laws 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 By-Laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(Articles 9.2 (c), 12.3, & B.7.1)

- 19.2 These By-Laws shall not be amended, added to, or suspended except upon a two-thirds majority vote of those present and voting at a General or Special membership meeting following seven days notice at a previous meeting or at least sixty days written notice.

(Article B.7.1)

- 19.3 Upon these by-laws being amended in accordance with 19.2 above, the Recording Secretary shall immediately forward the amendments to the office of the National President for approval, with a copy to the National Representative.
- 19.4 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 12.3 & B.7.1)
- 19.5 Additional regulations to these by-laws may be enacted from time to time and shall be attached to these by-laws providing they are approved in accordance with this article.

APPENDIX 'A' TO THE BY-LAWS OF CUPE LOCAL 1656

RULES OF ORDER

- (1) The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in his absence the Local shall choose a President pro-term.
- (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. 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 seconder must rise and be recognised 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, he shall rise in his place and respectfully address the presiding officer, but, except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognised 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, he shall cease speaking until the point is determined, if it is decided he is in order, he may again proceed.
- (14) No religious discussion shall be permitted.
- (15) The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
- (16) The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may in addition give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
- (17) When a motion is before the Local, no other motion shall be in order except (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.
- (18) 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.

- (19) A motion to adjourn is in order except (1) when a member has the floor, (2) when members are voting and (3) until the completion of all matters under “ new business” on the agenda.
- (20) 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.
- (21) 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 it.
- (22) If any member wishes to challenge (appeal) a decision of the chair he 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 his challenge. The chairperson may then state briefly the basis for his 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.
- (23) 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.
- (24) No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
- (25) The Local's business, and proceedings of meetings, is not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

APPENDIX 'B' TO THE BY-LAWS OF CUPE LOCAL 1656**POLICIES AND REGULATIONS TO BY- LAWS**

These regulations are intended to assist both the members and the Executive of CUPE Local 1656 with:

- a) The application of the by-laws and the administration of the affairs of the local union.
- b) ensuring the financial accountability of the Executive to the members, and
- c) ensuring the uniformity of the application of the by-laws with regard to expenditures from time to time.
- d) ensuring that the members union dues, held in trust by the Treasurer and the Executive and as verified by the Trustees, is at all times spent only with the approval of the members and in the best interests of the members of CUPE Local 1656.

EXPENSES POLICY

Members of the Executive Board, committees and delegates to conventions, seminars and education courses can expect to be re-imbursed for normal out of pocket and reasonable expenses incurred in the performance of their duties for or while representing CUPE Local 1656. It is not the intent of these by-laws or regulations to re-imburse any member for any personal expenditures, entertainment, alcoholic beverages, meals or other items that members would usually provide themselves or pay for in the course of their work day or their activities outside of the performance of their Union duties.

Expenses shall be reimbursed only upon receipt by the Treasurer of a properly completed CUPE voucher/expense form from the person claiming the expense with all necessary receipts and with an explanation of the reason for the expense as required by the by-laws. Failure to produce receipts for any claimed amounts or failure to provide an adequate explanation to the Treasurer on the voucher shall result in the item(s) not being reimbursed.

EX1. MEAL AND PER DIEM ALLOWANCES:**EX1.1 CONVENTIONS, CONFERENCES, EDUCATION COURSES:**

- a) Outside the Region of Waterloo, where no meals are provided and where accommodation is required:

More than 1 day ~~\$75.00~~ **\$90.00** per full day
(breakfast, lunch, dinner **& gratuities**)

- b) Outside the Region of Waterloo, where no meals are provided and where accommodation is required:

Half a day or part day Either ~~\$15.00~~ **\$20.00** (for lunch) if in forenoon
Or ~~\$25.00~~ **\$30.00** (for dinner) if in afternoon

- c) Outside the Region of Waterloo, where no meals are provided and accommodation is not required:

One day or less ~~\$15.00~~ **\$20.00** for lunch and/or
~~\$25.00~~ **\$30.00** for supper
(note: the delegate shall account for the timing of the function to justify two(2) meals)

Plus mileage in accordance with Ex.3.

- d) **When travelling** outside the Region of Waterloo, ~~where the to attend a convention, seminar or education course is in excess of 2 full days,~~ the Treasurer shall pay to each delegate the per diem for the duration of the event in advance by cheque in accordance with the applicable provision in 1.1 a), b), or c) above. This per diem shall be recorded and shown on a voucher completed by each delegate at the time the per diem is received from the Treasurer.

- e) Within the Region of Waterloo:

i) For **attending** a day-long conference or education course **where no meal is provided** - ~~\$15.00~~ **\$20.00** per day
(~~no mileage will be paid.~~)

ii) ~~For a conference or education course lasting less than a day or for an evening course — no allowance and no mileage will be paid.~~

- iii) Upon recommendation by the executive board, and approval of the members a \$15/day maximum will be reimbursed, while organizing and preparation for local schools, conventions, or conferences. Expense voucher and receipts must be supplied to received reimbursement.

- f) A member sent to convention, conference or education course on behalf of the local, and does not attend the full convention/conference or education course, shall provide the local with an acceptable and substantiated reason for not attending. If the reason for the absence is not acceptable to the executive and the members, all expenses to the local must be re-imbursed by the absent member up to and including cost of registration.

EX1.2 NEGOTIATIONS, ARBITRATION, MEDIATION:

- a) The cost of meals of all **delegates to attend negotiation, arbitration and mediation meetings** ~~the negotiating committee members~~ will be reimbursed. The Treasurer may require that meals be recorded on one receipt. No individual per diems will be paid ~~to any member of the negotiating committee~~. The restaurant or food receipt shall be attached to the voucher. If payment for the meals was made by an individual member's credit card, a copy of the credit slip shall also be attached to the voucher. Such re-imbursement shall be for food and beverage only. No re-imbursement will be made for any alcoholic beverages. Any such beverages shall be the responsibility of purchaser.

EX1.3 EMPLOYER/UNION BUSINESS DURING WORKING HOURS (APPROX. 8 A.M. TO 4 P.M.)

- a) Where members of the Executive or members of committees are required to attend to grievance meetings, union/management meetings, health and safety meetings or other work related meetings during the course of their normal work day or during normal working hours. Where the employee continues to be paid by the employer and normally would have provided their own lunch, no meal allowance or per diems shall be paid.

- b) **A meal allowance of \$10.00 will be paid when a normal meal period cannot be accommodated. No re-imbursement will be made without a completed voucher and receipt.**

EX1.4 UNION BUSINESS AFTER NORMAL WORKING HOURS (APPROX. 8 A.M. TO 4 P.M.)

Where members of the Executive Board or members of committees are required to attend Executive Board meetings, negotiations preparation meetings, strike preparation meetings, grievance committee meetings, etc., if these members have not been able to return home for meals, such members shall be entitled to claim for a meal allowance of up to ~~\$10.00~~ **\$20.00** where a meal has been purchased. The member shall submit to the Treasurer a completed voucher accompanied by a receipt showing the date, location, names of participants and the reason for the meeting. Such meal allowances shall not be provided in advance of the meeting or where the member has not purchased a meal.

- * **NOTE:** 1. "Working hours as provided in Section EX1.3 and EX1.4 shall be interpreted to mean the normal working hours of the affected member as set out in the collective agreement of the Sub-Unit concerned.

2. There will be no re-imbusement for alcohol.

EX1.5 UNION BUSINESS – FULL DAY:

Where members of the Executive Board or members of committees are required to attend Executive Board meetings, negotiations preparation meetings, strike preparation meetings, grievance committee meetings, etc., for a full day and these members have not been able to return home for meals, such members shall be entitled to claim for a meal allowance of up to ~~\$10.00~~ **\$20.00** where a meal has been purchased. The member shall submit to the Treasurer a completed voucher accompanied by a receipt showing the date, location, names of participants and the reason for the meeting. Such meal allowances shall not be provided in advance of the meeting or where the member has not purchased a meal.

EX2 LOST WAGES:

- EX2.1 All delegates selected to attend conventions and conferences and where a leave of absence has been requested and granted by the Employer shall have their wages and benefits continued, as required by the collective agreement, for the duration of the convention, seminar or educational course. The Union will re-imburse the Employer for the length of the leave of absence requested by the Union to attend the convention, seminar or education course.

When any member of the Union is required to be absent from work on behalf of the local, the local shall reimburse the employer for actual lost wages. If the member is required to be absent from work on a day off, he/she will be allowed an alternate day off.

EX2.2 Should considerable travel time in excess of 4 hours or 400 kms, whichever is the lesser, be required to reach the destination, the leave of absence request shall be made to include an additional ½ day or full day as determined by the Executive Board for travel time to reach the destination only if this travel would occur during the delegate's normal work day. **Travel time shall take into consideration the shift of the member concerned.**

EX2.3 Should travel time in excess of 1 hour be required to reach the destination, and the function requires either registration or attendance at scheduled union business of the conference or convention before 8:00 p.m., the leave of absence request shall be made to include an additional ¼ or ½ day as determined by the Executive Board for travel time to reach the destination. The intent of this provision is to allow the delegate time to leave work, return home and then to proceed to the union function.

No additional leave of absence will be added if the travel time to the destination or return from the destination will be required during the delegate's regular days off or outside of the employee's regular work hours.

EX3. TRAVEL AND TRANSPORTATION & PARKING:

EX3.1 When Executive Board members, or delegates to conferences, conventions or education courses **or other Union business** are required to travel to an out-of-town location, travel shall be in a manner that will ensure that the lowest **most** reasonable cost is incurred by the Local. This may require that all (up to a maximum of 4) members or delegates travel in the same vehicle to minimize the costs to the local Union.

~~EX3.2 For travel required for Union business within the **Region of Waterloo** City of Waterloo, within the City of Kitchener, within the City of Cambridge or within the Township kilometrage allowance or other expenses shall not be paid.~~

EX3.2 For travel required for Union business ~~between the City of Waterloo, the City of Kitchener or the City of Cambridge and the Townships of Woolwich, Wellesley or North Dumfries,~~ or **within** the Region of Waterloo kilometrage allowance shall be paid at the rate of **45** cents per kilometre **and amended rate set by the Canada Revenue Agency.**

EX3.3 For travel required for Union business outside the Region of Waterloo reimbursement will be made in a manner that will ensure that the **lowest most** reasonable cost is incurred by the Local as determined by the Executive Board, or;

If advance approval for travel by automobile is granted by the Executive Board, kilometrage will be reimbursed at the current rate of kilometrage as set out in Section 3.3. Any kilometrage re-imbursed shall not exceed the cost of economy fare. Should the amount of kilometrage exceed the economy fare, the amount of the economy fare will be re-imbursed. Payment of kilometrage instead of economy fare shall be at the discretion of the Treasurer and taking in to account the costs of such travel and provided that the details for such kilometrage are recorded on the required form. (see attached) Kilometrage reimbursement shall only be made after the proper information has been supplied to the Treasurer on a completed voucher.

EX3.4 Where several delegates (up to a maximum of 4), **if reasonable**, are traveling to the same location and travel is by personal automobile, reimbursement of kilometrage shall be paid to the driver/owner/operator only, one only. Under no circumstances shall kilometrage be paid to any person who was not the driver/operator of the vehicle.

EX3.5 Where it would be less expensive to the local Union, the Treasurer may choose to arrange for vehicle travel to be made by a rented vehicle, the costs of which will be charged to the local Union. In this case no kilometrage reimbursements shall be made to any members using such transportation.

EX3.7 Where a delegate chooses not to travel with the other delegates and does not secure the advance approval of the Executive Board for doing so, no kilometrage reimbursement shall be paid to the delegate. Any variation to this policy may only be granted by approval of the Executive Board in advance of the event and only in compelling and special circumstances.

EX3.8 ~~Delegates to conventions or conferences held within Waterloo Region shall receive no travel re-imbusement.~~

Where travel expenses have been re-imbursed to the member by another body, expenses will not be paid.

EX4. ACCOMMODATION:

EX4.1 a) Where accommodation is required for attendance at a convention, conference or education course that is authorized by the Executive and members of the local union, for which the member has been elected or selected, shall be arranged by the local union Secretary and billed directly to CUPE Local 1656. If the Hotel will not accept billing to the local Union and later payment by cheque, the Treasurer may prepare a cheque made payable to the hotel for the total cost of the room only at the basic room rate plus applicable taxes, based on single occupancy for the number of delegates in attendance. One of the delegates will

deliver this cheque to the hotel when payment for the room charges is being made.

EX4.2 Every effort will be made by the person booking the hotel accommodation to determine the distance of the hotel from the conference or convention site. Every effort will be made to secure hotel accommodation close to the conference or convention site to avoid the delegates having to incur transportation costs. **When a hotel stay is for more that two (2) days the rental cost of a room refrigerator will be allowed.**

The billed accommodation costs shall be for the room only at the basic room rate plus applicable taxes, based on single occupancy. Payment for any additional room charges, room service, bar charges or other hotel charges will be the sole responsibility of the delegate(s). Should a delegate require a larger room or a room at a cost above the basic room, the delegate shall be responsible for the additional costs of such room.

Where parking at a hotel is required and where free parking is not readily available, re-imbusement shall be made upon submission of a receipt on the required voucher. The cost of parking at the hotel shall be obtained from the hotel at the time of the booking of the rooms.

EX4.3 Reimbursement for accommodation shall only be made for the basic room rate plus applicable taxes, based on single occupancy. All other charges shall be the responsibility of, billed to and paid directly by the delegate.

EX4.4 No accommodation costs beyond those set out in these by-laws and approved by the Executive Board and members shall be reimbursed.

EX5. TAXI FARES:

EX5.1 Where delegates attend a convention, seminar or education course in a municipality where public transportation is available, and the delegate(s) have used bus, train or air transportation to reach the destination, taxi or airport transportation may be re-imbursed providing it has been approved in advance by the Treasurer. Such taxi or similar transportation will only be re-imbursed for travel between the hotel and the transportation terminal (airport, railway station, etc.) Any additional taxi fare will be the responsibility of the delegate.

EX5.2 Where subway or public transportation is readily available for travel between the hotel and the convention or conference location, taxi fare will not be re-imbursed.

EX6. TELEPHONE EXPENSES:

EX6.1 Land Line (Home) Telephone Expenses:

Telephone long distance charges will be reimbursed to members of the Executive Board who are required in the performance of their duties in CUPE Local 1656 to make long distance telephone calls from their home telephone. The completed voucher must be accompanied by a copy of the long distance telephone record and a telephone log recording the person contacted, the telephone number and the reason for the call.

EX6.2 Cellular Telephone Communication Expenses:

- a) The local Union shall make available to the ~~President~~ **Executive Board**, during their term of office; if required a ~~cellular telephone~~ **communication device** in order to conduct the business of the local Union. The payment plan shall be negotiated by the Treasurer to obtain the most favourable benefit to the local Union for the available service. The statements shall be submitted directly by the ~~cellular telephone~~ **communications** carrier directly to the Treasurer for payment. Should personal long distance telephone calls result in an extra charge, such charges shall be billed to the Union officer concerned.
- b) ~~As an alternative to the provision set out in 6.2 a), if an Executive officer chooses to use their personal cell phone to conduct Union business the officer shall be reimbursed for 50% of the monthly basic service package costs providing that such service package is approved by the Executive Board. In this case, the member shall file a claim for any long distance calls conducted on behalf of the Union in accordance with Section 6.1.~~

When a member is requested by the Executive Board to use their personal telephone the member will be re-imbursed by submission of a completed voucher and receipt.

- c) The usage of and re-imburement for the use of ~~cell telephones~~ **communication devices** shall at all times be subject to review of the Executive Board.

EX6.3 Where a delegate to a conference or convention has been provided accommodation by the union and wishes to receive reimbursement for long distance telephone calls to their home, they will be allowed to claim such long distance charges for one (1) telephone call per day up a maximum of 10 minutes. A copy of the hotel bill showing the telephone charges and/or the delegates home telephone bill shall accompany the claim on the voucher.

In the case of a delegate whom has a phone under section EX6.2 the call home could be covered on that cellular provided that the cost would not be greater than the above provision.

EX7. OUT OF POCKET EXPENSES:

EX7.1 Out of pocket expenses shall be in accordance with the amounts set out in Section 16 of the by-laws and shall be paid in arrears by cheque, every six (6) months (for the period of the second Tuesday of June to the second Tuesday of December and the period of the second Tuesday of December to the second Tuesday of June), except for the Sergeant at Arms and stewards whose out of pocket expenses shall be paid every twelve (12) months. Under no circumstances shall the Treasurer be required to pay any out of pocket expenses in advance of the current date.

EX7.2 In order to qualify for monthly out of pocket expenses, members of the Executive Board must have attended at least seventy-five percent (75%) of the General membership meetings and Executive Board meetings held in the previous six (6) months or pro-rated for the period he was a member, if less than a year. Unless absent due to work, illness, injury or a valid reason, acceptable to the Local, has been given at the time of the meeting for non-attendance and in accordance with Article 7.6.

EX7.3 In order to qualify for monthly out of pocket expenses, stewards must have attended at least fifty percent(50%) of the General Membership meetings held in the previous twelve(12) months or prorated for the period he was a member, if less than six months. Unless absent due to work, illness, injury or a valid reason, acceptable to the Local, has been given at the time of the meeting for non-attendance.

EX8. METHOD OF PAYMENT:

EX8.1 All bills shall be submitted for payment to the Treasurer with a properly completed voucher by the person claiming re-imbusement. Re-imbusement for expenses as set out in this policy shall be by cheque only. No cash re-imburements shall be made.

EX8.2 ~~At no time shall a credit card be applied for, held or used by an officer of the Union in the name of the Union officer and/or the Local Union.~~

Use of Union Credit Card:

A credit card issued in the name of CUPE Local 1656 shall only be used to secure and pay for hotel accommodation, airline, train, bus or rental cars for delegates to conventions or conferences or other union business.

FINANCIAL POLICY:

F1. The signing officers of the Union shall be the Treasurer and the President.

F1.1 GOOD AND WELFARE – UNION MEMBERS:

a) Illness or Injury of member:

A member who has been off work due to illness or injury for at least 10 consecutive working days shall be sent a fruit basket to a value of ~~\$25.00~~ **\$30.00**, excluding cost of delivery, where the illness of such member has been made known to the Executive. This benefit shall be restricted to the illness of the member. The fruit basket will be arranged through a supplier chosen by the Treasurer.

b) Bereavement of Member's family:

A floral arrangement up to a value of \$45.00 excluding taxes or a \$55.00 donation to a registered charity shall be sent upon the death of the member's immediate family member. "Family member" shall be defined as the member's spouse, mother, father, child or grandparent and other family member as per the collective agreement.

c) Retirement Gratuity:

All members who retire from their employment will receive a retirement gratuity of \$125.00 plus **Municipal Retirees Of Ontario** membership or \$150 in addition to a recognition plaque, the cost of which will not exceed ~~\$40.00~~ **\$50.00** excluding taxes. The plaque will be purchased from a supplier chosen by the Treasurer.

d) Members in Financial or Personal Distress:

In the event that a member encounters financial distress, personal, medical or other difficulty every effort will be made by the Executive Officers to render assistance to the member. Such assistance shall include insuring that the member receives any and all assistance from community agencies. If requested, the Executive Officers shall take up a collection for the member and solicit appeals from other community groups. Under no circumstances will the Local Union extend or be required to extend a loan to a member for any reason.

F1.2 DONATIONS, APPEALS AND STRIKE APPEALS:

In any year the Local Union will receive many requests for strike appeals from within CUPE and from other Unions affiliated to the Ontario Federation of Labour. Also, appeals will be received for the relatives of former members or other personal appeals. Due to the limits of the Local Union's finances all of these appeals and

causes cannot possibly be entertained. Therefore, the following limits have been created:

a) Strike Appeals:

To other CUPE Locals within CWODC Local 9136 up to \$200.00
From commencement of strike

To other CUPE Locals within CWODC within Region of Waterloo up to \$500.00
After Local on strike more than 10 days

To other CUPE Locals in Ontario up to \$150.00

To other CUPE Locals in Canada up to \$100.00

To other Unions in Ontario and Canada up to \$50.00

All strike appeals will be subject to approval of members.

b) Donations:

To a community registered charity once per year upon the recommendation of the Executive Board in an amount not to exceed the budgeted amount set by the Finance Committee.

c) Personal Appeals:

Personal appeals received from the CWODC affiliates up to \$100.00

Other CUPE Locals in Waterloo Region up to \$50.00

Other CUPE Locals up to \$25.00

All personal appeals must be submitted by either the Ontario Division or CUPE National. All personal appeals are subject to the recommendation of the Executive Board and the approval of the members.

Personal appeals at convention by “passing of the hat” collection shall be limited to a total of \$25.00 and any such donation by a delegate must be witnessed by another delegate and noted on the completed expense voucher.

F1.3 STRIKE FUND, STRIKE PAY, STRIKE ASSESSMENTS:

Any member who is found guilty under the trial procedure in Article B VI of the CUPE national Constitution of failing to respect the Local Union’s picket line or working for the employer during a legal strike or a labour dispute, or engaging in

any strike breaking activity shall be assessed an amount equal to what is specified under Section F 1.3 of these by-laws.

a) Union Dues Assessment Where Member Crosses Picket Line:

The monthly dues for all members who cross their own Bargaining Unit's picket lines shall be up to 50% of the members monthly wages.

b) Union Dues Assessment Where Member Refuses to Participate in Picket Line Duty:

The monthly dues for all members who refuse to share the burden of strike duty assignments shall be up to 25% of the member's monthly wages.

c) Union Dues Assessment Where Member Refuses to Follow Direction of Union in direction of Strike:

The monthly dues for all members who refuse to follow the instructions of the picket captain, or the instructions of the Executive Officers who are responsible for the conduct of the strike shall be up to 25% of the member's monthly wages.

The conduct that would attract this assessment would be one or more of the following:

1. Speaking to the media without the express permission of the Executive Officers or the Picket Captain.
2. Consuming alcohol on the picket line or appearing on a picket line under the influence of alcohol.
3. Refusing to follow the direction of the Picket Captain or Officer regarding strike assigned duty without reason acceptable to the picket captain or the Executive Board.
4. Not showing up to the picket line assignment.

d) Forfeit of Strike Pay:

Members of a Bargaining Unit that is on strike will be expected to share in the responsibility of picket or other duties as assigned by the Strike Committee or the Executive Board. Refusal to do so will weaken the efforts of the Union. It is recognized that some members may wish to seek or perform other employment

during the local union's strike. This will not relieve the member of their responsibility to Local 1656. Any member who seeks employment elsewhere, whether full time or part time, will be expected to be available for picket line duty as assigned by the Strike Committee or the Executive Board.

A member of a Bargaining Unit will forfeit strike pay on the recommendation of the Strike Committee or the Executive Board for the following conduct.

1. Failure to show up for strike duty on the first day of any strike.
 2. Failure to complete assigned picket line assigned hours unless a valid explanation, in the opinion of the Strike Committee, has been given to the Strike Committee at the time of the occurrence.
- e) The amount of strike pay is subject to yearly recommendations of the finance committee report.

F1.4 Social Committee Account:

- a) A social committee account shall be established to assist with the funding of social and recreational events of the Local Union. The Treasurer shall deposit a maximum of \$2.00 per member per month to the Local 1656 social account. It is recognized that social events shall be self-funded and self-supporting. Those members wishing to attend such events shall bear the burden of the costs for such events. Such social or recreational events shall be planned for and made available to all members of the Local and shall not be restricted only to the Sub-Units.

F1.5 Approval of Time off Work for Union Business:

The Executive Board shall be responsible for granting any time off for Union Business that will be charged by the Employer to the Local Union.

EDUCATION POLICY

- ED1. This policy shall apply to all members except the Executive Board, the Sub-Unit executive and Committee Chairpersons who may be required to secure education courses in order to perform their duties under these by-laws.
- ED2. When considering attendance of members at educational courses the first consideration shall always be to inquire whether the course required could be scheduled for the members in Waterloo Region by an instructor through the CUPE Education Department at the Ontario Regional Office in Toronto or by a member of the local union.

The Executive Board shall have the authority to require that a member attend a course to be held in Waterloo Region instead of at an out-of-town location in order to conserve the funds of the Local and to ensure that as many members attend education courses for the most reasonable cost to the Local. This will minimize the costs of education courses to the Local. Any costs that would be required for the holding of such course shall be approved by the members on the recommendation of the Executive Board and submitted to the Treasurer.

- ED3. In order to be considered for selection or election for a CUPE weekend course the member shall have attended at least fifty percent (50%) of the membership meetings held in the previous twelve (12) months or in the period he was a member, if less than twelve (12) months.
- ED4. In order to be considered for selection or election for a CUPE weeklong course the member shall have attended at least seventy-five percent (75%) of the membership meetings held in the previous twelve (12) months or in the period he was a member if less than twelve (12) months. In addition, the member must have taken at least four (4) CUPE weekend education courses in order to qualify for attendance at this weeklong education course.
- ED5. All members who are elected or selected to attend education courses, seminars, conferences or conventions shall present a written report to the members at the following membership meeting. No expenses shall be reimbursed to any member until such report has been presented to the Secretary.
- ED6. Representation at educational institutes and seminars shall be on the approval of the Executive Board.
- a) The Correspondence Secretary shall immediately inform the Recording Secretary of each Sub-Unit of any Educational courses that are received by the Local as they are received, to insure that any interested members can attend such courses. The Recording Secretary of each Sub-Unit shall be responsible for informing the

members of their Sub-Unit of the date and subject of such courses by posting of the notice on the Sub-Unit's bulletin Boards.

- b) Members interested in attending education courses shall first contact the Recording Secretary of their respective Sub-Unit and specify the course they wish to attend.
- c) The Sub-Unit Executive may nominate members to attend specific courses that will benefit the Sub-Unit and the Local. The Sub-Unit Recording Secretary shall relay these requests with those of any other members to the Correspondence Secretary of the Local.
- d) Providing the course or courses will not require out of town travel and accommodation, the Correspondence Secretary shall advise the Executive Board of the requests in order that approval can be considered by the Executive Board.
- e) Should the course or courses require out of town travel and accommodation, a motion will be made by the Executive Board to the Regular General Membership meeting to send a specific number of members to any courses on the specified date and location. The motion shall take into account the provisions of Section 2 of this policy and shall specify the number of members, and the cost of any lost time, travel, accommodation, per diems, etc. for such members to attend such course(s).