INTRODUCTION

The Canadian Union of Public Employees, Local 905 has been formed to:

- improve the social and economic welfare of its members without regard to class, race, colour, creed, sex/gender, sexual orientation, language, age, marital status, mental or physical disability, nationality, ancestry, or place of origin and religious beliefs;
- promote efficiency in public employment; and
- manifest its belief in the value of the unity of organized labour.

These By-laws, in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), are intended to safeguard the rights of all members, to provide for reasonable administration of the Local and to involve as many members as possible through the sharing of duties and responsibilities. Each application for membership in the Local shall be directed to the Recording Secretary and, upon completion of the Oath of Membership, a membership card will be issued.

Local 905 of the Canadian Union of Public Employees hereby enacts as follows:

SECTION 1 - OBJECTIVES

1.0 The objectives of the Local are to:
1.1 Secure adequate remuneration for work performed, and generally advance the economic and social welfare of its members and of all workers;
1.2 Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
1.3 Provide an opportunity for its members to influence and shape their future through free democratic trade unionism; and
1.4 Encourage the settlement by negotiation and mediation of all disputes between the members and their employers.

SECTION 2 – REFERENCES

2.0 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 3 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 905 shall be affiliated to and pay per capita tax to the following organizations:

- The CUPE Ontario Provincial Division

SECTION 4 – STRUCTURE OF CUPE LOCAL 905

4.1 Local 905 represents ALL members of the Local and is composed of the following bargaining units:

#	Employer	Bargaining Unit(s)	Description of Unit
905.01	Town of Aurora	1 Bargaining Unit	Outside Unit
905.02 905.27	Aurora Library:	2 bargaining unit	Full Time/Part Time Unit & Library Pages/Temp. Employees
905.29	Bradford West Gwillimbury Public Library	1 bargaining unit	All Employee Unit
905.03 905.26	Town of Georgina:	2 bargaining units:	Inside/Outside Unit & Roads & Water
905.13	Georgina Library:	1 bargaining unit:	All Employee Unit
905.23	Township of King:	1 bargaining unit:	Inside Unit
905.14 905.15	City of Markham:	2 bargaining units:	Inside Unit & Outside Unit
905.05 905.06 905.25	Markham Library:	3bargaining units:	Part Time Unit & Full Time Unit & Library Pages
905.09 905.10	Newmarket Library:	2 bargaining units:	Part Time Unit & Full Time Unit
905.04	New Tecumseth Library:	1 bargaining units:	All Employee Unit
905.16	Town City of Richmond Hill:	1 bargaining unit:	Outside Unit
905.24	Richmond Hill Library:	1 bargaining unit	All Employee Unit
905.20 905.21 905.22	City of Vaughan:	3 bargaining units:	Clerical Technical Full Time Unit; Outside Unit Hourly; Clerical Technical Part Time Unit
905.17 905.18	Vaughan Library:	2 bargaining units:	Part Time Unit & Full Time Unit
905.07	Town of Whitchurch-Stouffville:	1 bargaining unit:	Outside Unit
905.28	Whitchurch-Stouffville Library	1 bargaining unit:	All Employee Unit
905.19	York Region:	1 bargaining unit:	Long-Term Care Unit

SECTION 5 - GENERAL AND UNIT MEMBERSHIP MEETINGS (REGULAR AND SPECIAL)

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

Non-members, employed in positions in any of the bargaining units of the Local, shall only be allowed to attend a membership meeting where they will be approved to become a member in good standing; or a unit membership meeting where a Collective Agreement ratification and /or strike vote will beconducted.

5.2 Except for collective agreement ratification or strike votes, meetings shall be open exclusively to:

(a) members in good standing (who have been approved at the same or previous meeting); and
(b) persons who attend as guests (who may participate in any non-voting capacity that is deemed appropriate by the presiding officer).

5.3 **(a)** **Regular General Membership Meetings** shall be held at minimum of five (5) times per year, in the months of January, March, May, September and November. The time and location, including the ability to participate virtually, will be designated by the Executive Board, although every effort shall be made to select varied meeting times and locations, that encourage membership engagement by all members. The calendar of Regular General Membership Meetings will be published in September of every year for the following calendar year.

(b) **Regular Unit Membership Meetings** shall be held a minimum of four (4) times every calendar year. The calendar of Regular Unit Membership Meetings will be published in September of every year for the following calendar year. The time and location will be designated by the Unit Executive. Where feasible there will be the ability to participate virtually.

(b.1) For Unit's with more than one (1) bargaining unit, additional meetings may be held at the discretion of the Unit Executive

5.4 **(a)** **Special General Membership Meetings** may be called by the President or by a written request of twenty-five (25) members. No business shall be transacted, other than the sole purpose of which the meetings are called. A Minimum of twenty-four (24) hours' notice must be provided to the membership.

(b) **Special Unit Membership Meetings** may be called by the Unit Executive or the President, or by a written request of twenty-five (25) members or ten per cent (10%) of the membership of the unit, whichever is less. No business shall be transacted other than the sole purpose of which the meetings are called for. A minimum of twenty-four (24) hours notice must be provided to the membership.

5.4.1 For meetings by written request of members the Unit Executive or President must provide a response within 48 hours and schedule the requested special membership meeting within 10 business days.

5.5 Quorum

(a) Regular General Membership Meeting or Special General Membership Meetings:

Quorum shall be:

A minimum of forty-five (45) members including:

- The President or Vice-President
- Three (3) or more members of the Executive Board

(b) Regular Unit Membership Meeting or Special Unit Membership Meeting:

Quorum shall be:

- A member of the Unit Executive or Signing Officer of the Local
- A minimum of twenty (20) members or five per cent (5%), whichever is less, including:

  - One (1) member of the Unit Executive or Signing Officer of the Local

5.6

(a) Regular General Membership Meetings / Regular Unit Membership Meetings:

Agendas for all Regular General Membership Meetings and Regular Unit Membership Meetings must be published no less than seven (7) days in advance of the respective meeting. The Agenda shall be published on the website, distributed to the Unit Chairs for posting on bulletin boards and, where applicable, emailed directly to the membership.

(b) Special General/Special Unit Membership Meetings:

Agendas for all Special General or Special Unit Membership Meetings must be provided at the time of meeting notice, a minimum of twenty-four (24) hours in advance.

5.7 The Order of Business at Regular General Membership Meetings will be as follows:

1. Reading of Land Acknowledgment
2. Reading of the Equality Statement
3. Roll call of Officers
4. Voting on new members and Initiation
5. Presentation, errors, omissions and approval of minutes of previous General Membership meeting
6. Matters arising out of the minutes
7. Presentation of Treasurers report and approval of expenditures
8. Communications received and sent
9. Executive Board report
10. Reports of Standing Committees, Convention/Conference delegates and Unit Officers
11. Nominations, elections, installations

12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

5.8 The Order of Business at Regular Unit Membership Meetings will be as follows:

1. Reading of Land Acknowledgement
2. Reading of the Equality Statement
3. Roll call of Officers
4. Presentation and confirmation of minutes of previous Unit Membership Meeting
5. Matters arising out of the minutes
6. Presentation of Unit Financial Report
7. Communications received and sent
8. Presiding Officer's report, including Unit and Local updates
9. Reports of Unit Standing Committees and Convention/Conference delegates
10. Nominations, elections, installations
11. Unfinished business
12. New business
13. Good of the Union
14. Adjournment

5.9 All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure as set out in **Bourinot's Rules of Order**.

SECTION 6 - OFFICERS OF THE LOCAL

6.1 The Officers of the Local shall be:

Signing Officers: President, Vice President, Secretary Treasurer and Recording Secretary	
President:	Full time book off position
Vice-President:	One (1) day per week
Secretary Treasurer:	Three (3) days per week
Recording Secretary:	One (1) day per week

*Day shall mean a normal working day for the elected member based on their regular hours of work.

Any member being elected to a Full time position will be supported to maintain any mandatory licensing or certification.

In the event that a member in anything other than a Full Time position is elected into a full time book off position, the lost wages and benefits shall be calculated from the regular hourly rate pro-rated to the normal full time hours of their classification contained in their respective collective agreement.

6.1.1 Executive Board: Signing Officers plus the Unit Chairpersons (one per each Unit in Section 4 of these by-laws), Injured Worker Representative.

6.1.2 Membership Officer

6.2 In the event a Unit Chairperson will be absent from an Executive Board Meeting, the Unit Chairperson may give written advance notice of a designate, who must be elected officer from their Unit, that shall have voice and vote at the meeting.

6.3 Trustees shall not be members of the Executive Board but shall perform duties as outlined in Article 10.1 of this by-law.

6.4 At no time shall any member occupy more than one of the positions described as Executive Board positions in Article 6.1 above; no member in a full time book-off position shall occupy any other position in the union other than the book-off position. However, all Officers, except the Local President shall automatically perform the duties of a Steward in their own bargaining unit, if required.

6.5 The President, Vice-President, Secretary Treasurer, Recording Secretary , Injured Worker Representative and Membership Officer shall be elected, in that order, by the Local membership November of the applicable odd or even numbered years as provided in Section 7 of the by-law. The elections shall be conducted by secret ballot and shall be for a two (2) year term.

6.6 Each Unit Chairperson and Unit Vice-Chairperson, Unit Lead Steward, Unit Recording Secretary and Stewards, as applicable, shall be elected, in that order, by the applicable Unit membership at a Regular Unit Membership meeting in September. The elections shall be conducted by secret ballot and shall be for a two (2) year term.

6.7 Any officer who fails to answer the roll call for three (3) consecutive Regular General Membership meetings, or three (3) consecutive Executive Meetings, and who has not submitted, in writing to the Signing Officers, good reasons for absence to the Executive Board prior to said meeting, shall have his/her Office declared vacant.

6.8 Anyone holding an elected or appointed position, directly representing an employer of any Unit within the Local cannot simultaneously hold any elected position within the Local. For greater clarity, this section applies to Library Board, Council, or Mayor positions. If an Officer of the Local holds a position directly representing an employer of any Unit, their union Office shall be declared vacant.

6.9 On termination of Office, Officers shall immediately surrender all books, seals and other properties of the Local to their successor, or the Signing Officers, within one month.

SECTION 7 - NOMINATIONS, ELECTIONS AND INSTALLATION OF OFFICERS

7.1 Commencing September 2007, elections for the positions of Vice-President, Recording Secretary and Injured Worker Representative shall take place in odd numbered years and elections for the positions of President and Treasurer shall take place in even numbered years.

7.2 When necessary, and with the consent of a majority of the members present at a regular or special General Membership Meeting where prior notice has been given, the term of office may be extended by any period of time up to twelve (12) months beyond the normal election date.

7.3 Immediate past Signing Officers shall retain Temporary Officer status for a period of three (3) months following the election date, in order to assist their successors during a transition period.

7.4 **Nominations:**

(a) Nominations for Local positions shall be received at the Regular General Membership Meeting in September for elections to be held in November of the same year. Nominations for Unit positions shall be taken at a Unit Membership Meeting. No nomination shall be allowed unless the member is in attendance at the meeting or has allowed to be filed at the meeting their consent in writing, duly witnessed by another member in good standing. No member shall be eligible to stand for office unless they have taken the Oath of Membership to this Union as outlined in the CUPE Constitution and Article 9.1(f) of these by-laws.

7.5 **Elections - Local:**

(a) For the purposes of electing the Signing Officers and Injured Worker Representative, at a General Membership meeting at least one month prior to Election Day the President shall, subject to the approval of the members present, appoint an Election Committee consisting of a Returning Officer and Assistants. The Committee shall include members of the Local who are not candidates for office. It shall treat information submitted to it in connection with its responsibilities as confidential.

(b) The form of the ballot will be electronic

(c) The Election Committee shall be responsible for overseeing the electronic ballots. They must be fair and impartial and ensure that all arrangements are democratic.

(d) The vote shall be by secret ballot for the officers listed in Section 4 6.1 and 6.1.2 of this By-law.

(e) Voting shall be in the order provided in Articles 6.5,

(f) Nominations and acceptance shall be taken for all positions that are up for election. Candidates can accept for multiple positions. Each election shall run for 36 hours. At the end of the 36 hours elections, the successfully elected their name will be removed from all subsequent ballots.

(g) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In the event of a tie vote for the Office of the President, the election shall be held again.

(h) 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.

(i) Every nominee who stands for election has the right to appoint one (1) scrutineer. The scrutineer has the right to be provided the electronic voting results, a list of all members who cast ballot and their member in good standing status.

(j) Any member may request to see the electronic voting certificate of the votes for any election.

Elections - Unit:

(k) For the purposes of electing the Unit Chairpersons and Unit Vice-Chairpersons, if applicable, at a Unit Membership Meeting at least one month prior to Election Day the Unit Chairperson shall, subject to the approval of the members present, appoint a Unit Election Committee consisting of a Returning Officer and Assistants. The Committee shall include members of the Unit who are not candidates for Office. It shall treat information submitted to it in connection with its responsibilities as confidential

(l) The Unit Election Committee shall determine the form of the ballot and ensure all eligible members have an opportunity to cast a ballot.

(m) The Unit Election Committee shall be responsible for overseeing the electronic ballots. They must be fair and impartial and ensure that all arrangements are democratic.

(n) The vote shall be by secret ballot and shall be in the order of Unit Chairperson followed, as applicable, by Unit Vice-Chairperson, Unit Lead Steward, Unit Recording Secretary, and Stewards. For the purposes of electing a Unit Lead Steward, the position shall either be elected from the membership of the unit at large, or from within the steward body, at the discretion of the Unit membership.

(o) Vice Chair positions representing a collective agreement or department within a Unit will be voted on by members of a respective section only.

(p) Nominations, acceptance and balloting to fill one office shall be conducted and completed before voting may begin to fill another office.

(q) Nominations and acceptance shall be taken for all positions that are up for election. Candidates can accept for multiple positions. Once a candidate is successfully elected their name will be removed from all subsequent ballots. If the form of the ballot is electronic, each election shall run for 36 hours. At the end of the 36 hours election, the successful nominee will be announced, and the election will begin for the subsequent position.

(r) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped.

(s) Any member of the Unit may request to see the electronic voting certificate of the votes for any election.

7.6 **Installations:**

(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 endeavor, both by council and example, to promote the harmony and preserve the dignity of its sessions. I promise to complete anti-racism and allies training within six(6)months.

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) The term of office for all Local and Unit positions shall be two (2) years, or until a successor has been elected and installed, or until the position is declared vacant in accordance with Article 6.7 of these By-laws, however, no term of office shall be shorter than one (1) year (unless due to a by election) or longer than three (3) years

7.7 **By-Elections:**

Should any Office fall vacant, including vacancies resulting from the application of Section 8, 8.6 and/or 8.9 of this By-law, a by-election shall be conducted as soon as possible in conformity with this Section.

7.8 **Interim Replacement:**

Should a Local or Unit elected officer go on a leave of absence for more than four (4) consecutive weeks, a by-election must be called to find an interim replacement. The interim replacement will fill the position until the original elected officer returns, or the original officer's term of office expires, whichever comes first.

SECTION 8 - EXECUTIVE BOARD

8.1 The Executive Board shall be comprised of the Signing Officers (President, Vice-President, Secretary Treasurer, and Recording Secretary) Injured Worker Representative and the Unit Chairperson of each Unit. The Executive Board shall be responsible for the day-to-day administration of the Local and shall meet at least eight (8) times a year.

At least three times per year, the meeting shall include the Chairs of the Local Standing Committees. Chairs of Local Standing Committees, who are not defined as part of the Executive Board (above), will have voice but no vote at Executive Board.

8.2 A quorum shall be seven (7) members, one of whom must be the President or Vice-President.

8.3 The Executive Board shall hold title to any real estate of the Local as trustees for the Local, including any real estate of Units of the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submitting the proposal to a Regular General Membership Meeting and having it approved.

8.4 The Executive Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all Local committees and, the appropriate Unit Chairpersons on the Executive Committee shall be held responsible for the proper and effective functioning of all unitcommittees.

8.5 The Executive Board shall facilitate the coordination of collective bargaining among all Units of the Local.

8.6 If an Officer fails to attend three (3) consecutive membership meetings or three (3) consecutive executive meetings without good and sufficient reason, their office will be declared vacant and filled at the next appropriate meeting.

8.7 Each Executive Board Officer shall hold Office until the adjournment of the meeting where their successors have been elected, except where the Office is declared vacant in accordance with Articles 5.6 and 8.6 of these By-laws, and except where their predecessor fails to continue in Office for the remainder of the meeting at which the election is held.

8.8 The President, Vice-President, Secretary Treasurer and Recording Secretary shall be designated as Signing Officers. All Signing Officers must qualify for bonding. If any Signing Officer cannot be bonded, that person will be immediately removed from Office and the position shall be filled by an election in accordance with Article 5.4 of this By-law. All expenditures must be paid by cheque signed by the Secretary Treasurer and the President or another Signing Officer. Two Signing Officers may sign cheques in the case of absence or vacation of the Secretary Treasurer.

8.9 The Signing Officers shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to at least the minimum guidelines established by the National Secretary-Treasurer and distributed to all chartered organizations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer in accordance with the CUPE Constitution.

8.10 The Executive Board may employ necessary stenographic and other assistance to be paid for out of the Local's funds. Such expenses are to be reported to the membership as part of the Secretary Treasurer's Report.

8.11 Whenever deemed necessary by the Executive Board, any Officer(s) or Steward(s) of the Local may be temporarily assigned to act as assistant to the Secretary Treasurer. It is understood that any work undertaken by officers and/or stewards so assigned is under the direction of the Secretary Treasurer, with whom lies responsibility for any such work.

8.12 Except when acting in place of a Membership Meeting in accordance with Articles 5.6 of these By-laws, the Executive Board shall have authority to approve spending on any one cost item up to $10,000.00 in an emergency situation for the protection of the Local assets. And, when it is necessary to act without the consent of the Executive Board, the Signing Officers shall have authority to approve spending on any one cost item up to $5,000.00, except that any Signing Officer may approve a contribution of up to $250.00 per strike appeal received at any convention, conference or seminar or when in attendance at a picket/strike rally. Every effort will be made to minimize the use of this expenditure approval process given that in most instances the opportunity exists to request Membership and/or Executive Board approval. Such approved expenditures shall be reported to the Executive Board and/or Membership at the next scheduled meeting.

SECTION 9 - DUTIES OF OFFICERS

9.0 All elected union officers shall complete anti-racism and allies training within six (6) months of being elected into office. If they have not taken such training, it will be disclosed to the membership with the opportunity of an explanation.

9.1 **The President Shall:**

(a) Enforce the CUPE Constitution, the By-laws of this Local, and the Equality Statement.

(b) Preside at all General Membership and Executive Board meetings and preserve order.

(c) Decide all points of order and procedure (subject to appeal to the membership)

(d) Be accountable to the Executive Board and members

(e) At Membership and Executive Board meetings, when presiding, have a vote on all matters (except appeals against their rulings). In the case of a tie vote in any matter, they shall facilitate a re-vote by the membership.

(f) Introduce new members at Regular General Membership meetings and conduct them through the Initiation Ceremony in accordance with CUPE Constitution.

New members shall be required to take the following Oath of Membership:

I,..... , solemnly promise and declare that I will support and obey the Constitution of this Union; that I will strive to improve economic and social conditions for my fellow members and for working people generally; that I will defend and strive to extend the democratic rights and liberties of all working people; that I will not purposely or knowingly wrong, or assist others in wronging a member of the Union.

(g) Have first preference to attend as a delegate to the CUPE National Convention, and the Ontario Division Convention.

(h) Have first preference to attend as a delegate, to the Conventions of all labour organizations to which this Local is affiliated

(i) Be an ex-officio member on all Local and Unit committees.

(j) Ensure that all Officers perform their assigned duties.

(k) Fill committee vacancies in a timely manner for which elections are not provided.

(l) Provide a monthly detailed written account of activities including hours of work vacation, sick leave, meetings, conferences, conventions and other work done on behalf of the Local, on the form provided, at every Executive Board Meeting.

(m) Provide information on the roles and responsibilities of the Executive Board through an orientation meeting as needed for the effective functioning of the Executive Board. Further to the education of Executive Board members, the President will act in a role of mentorship in order that Unit Chairs/Vice Chairs have a clear understanding of their roles and responsibilities to their respective Units.

(n) Encourage and foster solidarity within and throughout the Units and Local.

(o) Provide assistance to the Unit Chairs to mobilize the membership, assist in bargaining or any other functions necessary upon request of the Unit Chairs.

(p) Be responsible to ensure the implementation of the Local 905 Strategic Direction Plan and assist in the development of action plans both for the Local and for any Unit.

(q) Be responsible to assist the Communications Committee in any manner deemed necessary by the Executive Board, and to act as the spokesperson for CUPE Local 905 as directed by the Executive Board.

(r) Manage, oversee and act as the supervisor to any paid employees and contracted services of/for CUPE Local 905.

(s) If the Vice-President is absent or not eligible, perform all duties of the Vice-President.

(t) Perform any duties as directed by the Executive Board.

(u) 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.

(v) Sign cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union Bylaws, or vote of the membership. Be bonded through the master bond held by CUPE National. Any President who cannot qualify for the bond shall be disqualified from office.

(w) Be in attendance at the union hall during regular business hours, 8:30 am - 4:30 pm unless otherwise engaged in union business, including expectations to attend meetings/functions of the union outside regular business hours.

(x) Within thirty (30) days of the termination of office, surrender all books, seals and other properties of the Local Union to his/her successor.

(Articles 11.7(b) & B.3.1)

9.2 <u>The Vice-President Shall</u>:

(a) If the President is absent or not eligible, perform all duties of the President.

(b) Preside over membership and Executive Board meetings when called upon by the President.

(c) Render assistance to any member of the Executive Board and the President when required to do so by the Executive Board.

(d) In the event of the Office of President becoming vacant, act as President until the Local elects a new President to fill the vacancy for the balance of the term of office.

(e) Be accountable to the Executive Board and members.

(f) Be the Local's Education Coordinator. Make recommendations to the Executive Board regarding available education courses and which members are eligible to attend. Keep a record of each member's education history. Arrange in-house education courses. Register members' attendance at courses and arrange accommodations as necessary. Coordinate anti-racism and allies training for all elected union officers.

(g) Have input in developing the Local's yearly education budget line.

(h) Cooperate with the Executive Board and Communication Committee in preparing press releases and other publicity material.

(i) Be an ex-officio member on all Local and Unit committees.

(j) Sign cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union Bylaws, or vote of the membership. Be bonded through the master bond held by CUPE National. Any Vice President who cannot qualify for the bond shall be disqualified from office.

(k) Keep a speakers' list at meetings when requested by the President.

(l) Within thirty (30) days of the termination of office, surrender all books, seals and other properties of the Local Union to their successor.

(Articles 11.7(b) & B.3.2)

9.3 <u>The Secretary Treasurer Shall:</u>

(a) Ensure that all revenues are received and recorded and deposited promptly in the Local's bank account.

(b) Invest monies in low risk CIDC type investments as directed by Executive Board vote.

(c) Ensure that all documents necessary for payment of per capita taxes and affiliation fees are prepared.

(d) Remit payment of National per capita tax, to be received no later than the last day of the following month.

(e) 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.

(f) Record all financial transactions in a format acceptable to the Executive Board, in accordance with good accounting practices.

(g) Reimburse the members for expenses incurred in accordance with Section 14 of these By-laws.

(h) Supply monthly and annual financial statements to the Executive Board, make a written financial report to each Regular General Membership Meeting, detailing all income and expenditures for the period.

(i) Chair the Local 905 Budget Committee.

(j) Develop, with the assistance of the Budget Committee, a Local 905 Budget to be provided no later than the yearly August Executive Board Committee for approval. Subsequently, the Local budget shall be presented for approval to the yearly September General Membership Meeting.

(k) Make all books, financial records, invoices, original bank statements and/or other documents, available for inspection/audit by the Trustees at least once a calendar year and/or on reasonable notice by the Trustees. The Secretary-Treasurer must respond in writing and within a reasonable time to any concerns or recommendations in the written report made by the Trustees.

(l) Provide the Trustees and/or other Executive Committee Officers with any information required for completion of the audit forms supplied by CUPE.

(m) Sign cheques and ensure that the Local's funds are used solely for legitimate union purposes and only as authorized or directed by the members, in accordance with the CUPE Constitution and Local's By-laws.

(n) Be accountable to the Executive Board and members.

(o) Provide guidance and direction to any Local Officer or Steward who is assigned to act as assistant to the Secretary Treasurer in accordance with Article 6.12 of this By-law.

(p) Be bonded through the master bond held by CUPE National. Any Secretary- Treasurer who cannot qualify for the bond shall be disqualified from office.

(q) Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.

(r) Within thirty (30) days of the termination of office, surrender all books, records and other properties of the Local Union to their successor.

(Articles B.3.4 to B.3.9)

9.4 <u>The Recording Secretary Shall:</u>

(a) Keep full and accurate account of the proceedings of all Regular and Special General Membership Meetings and Executive Board Meetings. These records must also include a copy of the full financial report (Executive Board Meetings) and written financial report (Membership Meetings) presented by the Secretary Treasurer. The record will also include any reports of the other officers as well as Trustee reports. These minutes will be produced for the Executive Board within seven (7) calendar days of the respective meeting.

(b) Produce Agendas for the Regular and Special General Membership Meetings. These agendas shall be published to the membership no less than seven (7) calendar days prior to the respective meeting.

(c) Produce Agendas and keep and maintain a record of all motions and financial motions as directed by the Executive Board.

(d) Present all correspondence, including appeals at the Executive Board Meetings.

(e) Ensure that the full and accurate account of all Unit General and Special Membership Meetings are filed at the Local 905 Office.

(f) Record all amendments and/or additions to the Local's By-laws, and make certain that these are sent to the National Staff Representatives to be sent to the National President for approval.

(g) Answer all correspondence and fulfill other secretarial duties as directed by the Executive Board.

(h) Be responsible to create and maintain a listing of members, including mailing addresses, Unit, section or department and seniority date.

(i) Ensure that the Employers of all members authorized to represent the Local, and/or any of its Units, either as Officers or as Stewards or Committee members, are advised within seven (7) calendar days of the election or appointment.

(j) File a copy of all letters sent out and received, and keep on file all communications. This shall apply to correspondence and communications of the Local and/or its Units, when forwarded by the Units.

(k) Prepare and distribute all circulars and notices to members in a manner established by the Executive Board and in accordance with Section 5 of this By-law.

(l) Have all records ready on reasonable notice for the Auditors/Trustees.

(m) Maintain attendance records of all meetings, when supplied by the Membership Officer and/or Unit Chairpersons.

(n) Confirm eligibility of candidates for Office or conventions, in accordance with the Local's By-laws.

(o) Sign cheques and ensure that the Local Union’s funds are used only as authorized or directed by the National Constitution, Local Union Bylaws, or vote of the membership. Be bonded through the master bond held by CUPE National. Any Recording Secretary who cannot qualify for the bond shall be disqualified from office.

(p) Be accountable to the Executive Board and members.

(q) Within thirty (30) days of the termination of office, surrender all books, records and other properties of the Local Union to their successor.

(Articles B.3.4 to B.3.9)

9.5 Injured Worker Representative shall :

a) Be accountable to the Executive Board and members.

b) Render assistance to any member of the Executive Board, Vice Chairs and Stewards in any issue related to injured or ill workers.

c) Encourage all elected Union Officers to support members through their injury or illness, in their return-to-work and accommodation process.

d) Support members in any appeal to their workplace injury claim or Disability benefit entitlements under their collective agreement.

e) Be available to attend any meeting where a member requires representation relating to an injury or illness.

f) Shall be knowledgeable in issues regarding WSIB, Long and Short Term Disability, Human Rights Legislation, Return to Work and Accommodation processes.

g) Advocate and educate around systemic issues faced by injured workers.

h) Provide a monthly detailed written account of activities including hours of work, vacation, sick leave, meetings, conferences, conventions, and other work done on behalf of the Local, at every Executive Board meeting.

i) Within thirty (30) days of the termination of office, surrender all books, records, and other properties of the Local Union to their successor.

j) If approved by the Executive Board, have first preference to attend conferences, conventions and education that are directly relevant to injured or ill worker issues.

9.6 The Membership Officer Shall:

(a) Guard the inner door at Regular and Special General Membership meetings and admit only members in good standing; non-members employed in any of the bargaining units of the Local, who intend to take the Initiation to become a member; or Officers and Officials of CUPE; except that others may be admitted on order of the President and by consent of the members present.

(b) Record membership attendance at meetings, and submit same to the Recording Secretary at the end of the meeting.

(c) When directed by the Presiding Officer, ensure that no one shall enter or leave a meeting during the taking of a vote.

(d) Perform such other duties as may be assigned by the Executive Board from time to time.

(e) Be accountable to the Executive Board and members.

9.7 The Unit Chairpersons (Vice-Chairpersons) Shall:

a) Preside and preserve order within their own Unit Membership Meetings unless the President is presiding at such meeting.

b) Within their Unit, enforce the CUPE Constitution and the By-laws of the Local.

c) At Unit Membership Meetings, perform the duties and responsibilities of the President, when the President is not presiding at such meeting, and ensure that attendance records and meeting minutes are adequately kept and subsequently forwarded to the Recording Secretary.

d) Provide direction and guidance to their Unit Vice-Chairperson(s), if any; Unit Lead Steward(s); Stewards, if any; and all Unit Committees.

e) Render assistance to the Signing Officers, when required to do so.

f) Be accountable to the Executive Board and members.

g) File a copy of all letters sent out and received regarding the business of the Unit and keep on file all communications regarding the business of the Unit. Where appropriate to do so, copies of correspondence of the Unit shall be forwarded to the Recording Secretary.

h) In the event there is a vacancy in a position on the Unit Executive, have the ability to appoint a member into the position until an election, in accordance with Section 7 of these bylaws.

i) Verify and sign all expense vouchers from members of their respective unit.

j) Develop yearly budget requests, to be submitted to the Local 905 Budget Committee, in a timely manner to be included in the Local 905 Budget, for approval by the membership.

k) Ensure that no monies are spent by the respective unit unless duly authorized by the National Constitution, these by-laws or by respective vote of the unit and/or Local membership.

l) Develop, in consultation with the respective unit executive, and submit for approval to the respective unit membership any additions to the compliment of the unit executive.

m) Ensure that all elected officers within the unit complete anti-racism and allies training within six (6) months of being elected into office. If they have not taken such training, it will be disclosed to the membership with opportunity of explanation.

n) In order to qualify for all, or any portion, of the honorarium provided in accordance with Article 10.5 (b) of this By-law, the Chairperson/Vice Chairperson is expected to perform these duties AND be in regular attendance at Executive Board Meetings and General Membership meetings, and their applicable Unit Membership Meetings.

o) Within thirty (30) days of the termination of office, surrender all books, records and other properties of the Local

Union to their successor.

9.7.1 The Unit Chair book off positions shall be as follows:

Unit	Unit Number	Position	Book-off
City of Vaughan	905-20, 21, 22	Unit Chair	Full-time book off
City of Vaughan	905-20	Vice Chair (Hourly)	1 day per week
City of Vaughan	905-21	Vice Chair (Clerical & Technical Full-Time)	1 day per week
Vaughan Public Library	905-17, 18	Unit Chair	1 day per week
City of Markham	905-14, 15	Unit Chair	2 days per week
Markham Public Library	905-05, 06, 25	Unit Chair	1 day per week
York Region Long Term Care	905-19	Unit Chair	3 days per week
Town of Georgina	905-03, 26	Unit Chair	3 hours per week
City of Vaughan	905-20, 21, 22	Unit Chair	Full-time book off

9.8 The Unit Lead Steward Shall (where the position exists):

(a) Render assistance to their Unit Chairperson and/or Signing Officers as required.

(b) Coordinate the activities of all Stewards in the Unit.

(c) Encourage all Stewards in the Unit to perform the assigned duties and assist those Stewards where necessary as per applicable Collective Agreement Grievance Procedure.

(d) Become personally involved in all grievances of the Unit which have a general application of concern to more that one (1) Unit member.

(e) Coordinate training for Stewards in conjunction with the Vice-President, including anti-racism and allies training

(f) Be accountable to the Unit Chairperson and the unit members.

(g) Network and encourage interaction among all the Unit Lead Stewards and Stewards in Local 905.

(h) In order to qualify for all, or any portion, of the honorarium provided in accordance with Article 13.6 of this By-law, the Lead Steward is expected to perform these duties AND be in regular attendance at General Membership meetings, their applicable Unit Membership Meetings and their applicable Steward meetings.

(i) Within thirty (30) days of the termination of office, surrender all books, records and other properties of the Local Union to their successor.

(Articles B.3.4 to B.3.9)

9.9 The Stewards Shall:

(a) Be accountable to the Unit Executive and members.

(b) Attend all Regular Unit membership meetings and present reports to the members in attendance when required.

(c) Have the right to be recognized by the applicable Employer and the right to take time off from their regular duties to investigate, process and settle grievances, subject to the approval of the applicable Unit Chairperson and/or Local Grievance Committee.

(d) Be negotiators, using tact, patience and diplomacy when called upon to present a dues-paying employee's grievance.

(e) Be organizers, greet new employees, inform them of the union, promote membership and urge attendance at Membership meetings.

(f) Be educators, informing all dues-paying employees of major events within the union and economic and social events that affect them. Keep bulletin boards current, posting all new bulletins and removing the old.

(g) Communicate information to the Unit Chairperson and/or Lead Steward regarding all matters and request assistance when required.

(h) Attend all Steward training seminars and conferences, as approved by the Executive Board and/or members.

(i) In order to qualify for all, or any portion, of the honorarium provided in accordance with Article 13.6 of this By-law, the Steward is expected to perform these duties AND be in attendance at General Membership meetings, their applicable Unit Membership meetings and their applicable Steward meetings.

(j) Within thirty (30) days of the termination of office, surrender all books, records and other properties of the Local Union to their successor.

(Articles B.3.4 to B.3.9)

9.10 The Unit Recording Secretary Shall (Where The Position Exists):

(a) Keep full and accurate account of the proceedings of all regular and special Unit Membership meetings, and forward said accounts to the Local 905 Recording Secretary within thirty (30) days of the respective meeting.

(b) Maintain attendance records for the Unit Membership Meetings.

(c) Fulfill other secretarial duties as directed by the UnitExecutive.

(d) Be accountable to the Unit Executive.

(e) In order to qualify for all, or any portion, of the honorarium provided in accordance with Article 13.6 of this By-law, the Recording Secretary is expected to perform these duties AND be in attendance at General Membership meetings and their applicable Unit Membership Meetings.

(f) Where there is no Unit Recording Secretary position, the Unit Chair shall be responsible for these duties.

(g) Within thirty (30) days of the termination of office, surrender all books, records and other properties of the Local Union to their successor.

(Articles B.3.4 to B.3.9)

SECTION 10 – TRUSTEES & AUDITORS

10.1 Trustees

There shall be three (3) trustees, who shall be directly accountable to the members. One trustee shall be elected annually by the Local membership in attendance at the Regular General Membership meeting in September. The elections shall be conducted by secret ballot and shall be for a three (3) year term or until a successor has been elected and installed, as required by Article 4.4 of this By-law. In the case of a vacancy occurring during the term, the membership shall elect a Trustee to fill the unexpired term in order to preserve overlapping of office. The Trustees shall annually:

(a) Act as an auditing committee on behalf of the members and audit the books, records and accounts of the Secretary Treasurer, the Recording Secretary, and the Committees at least once every year.

(b) Make a written report of their findings to the first membership meeting following the completion of each audit.

(c) 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.

(d) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.

(e) Ensure that proper financial reports have been given to the membership.

(f) Audit the records of attendance.

(g) Inspect at least 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 Union, including property, furniture and equipment used by a Unit, and report their findings to the membership.

(h) Send to the National Secretary Treasurer, with a copy to the assigned Servicing Representative(s), the following documents:

i. Completed Trustee Audit Program
ii. Completed Trustee Reports
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
vi. Concerns that have not been addressed by the Local Union Executive Board

(Articles B.3.10 to B.3.12)

(i) Audit the Local Membership List.

(j) Review the minutes of General Membership meetings and ensure that all motions have been complied with.

10.2 Auditors

(a) The Signing Officers may select a suitable independent professional Auditor to be paid out of Local funds, on behalf of the members, to audit books and accounts of the Secretary Treasurer, Recording Secretary and Local Standing Committees, on an annual basis and ensure that the Local's funds, records and accounts are being maintained by the Treasurer in an organized, correct and proper manner.

(b) The Auditors report shall, when completed, be forthwith submitted to the Executive Committee, Trustees and the first Regular General Membership meeting following the submission to the Executive Committee. A copy of each audit shall be sent to the Local's assigned National Representative(s).

SECTION 11 – COMMITTEES

11.1 Standing Committees

Standing Committees may be created from time to time, by amendment of these By-laws, to serve specific purposes which have application to all the members of the Local, or no less than one-half (1/2) of the Units of the Local. The Chair of each standing committee shall be elected from within the committee annually in each October. These committees shall include:

(a) **Grievance Committee** - under the direction of the Executive Board, responsible for considering the merits, cost, probability of success and interests of all Local members regarding any grievance, which is referred to it at any stage of the grievance procedure in any bargaining unit of the Local.

The committee shall be composed of one (1) Steward, Lead Steward or Unit Chairperson/Vice Chairperson from each of the fifteen (15) Units and the Signing Officers. A quorum for the conduct of committee business shall be at least seven (7) members, one of whom must be a Signing Officer. The Committee Chair shall, in the case of a tie vote, cast a second and deciding vote. The Committee Chair shall submit a written report to the Executive Board within a reasonable timeline, not to exceed thirty (30) calendar days. The Committee Chair shall give a report on grievances to each General Membership Meeting.

The committee will make recommendations regarding the furtherance or withdrawal of grievances at any time they are requested to do so by any Steward who has carriage of the grievance, and at any time that any grievance is being referred to arbitration. The committee will administer a grievance referral system that ensures that all persons paying dues to the Local have an opportunity to appeal. This appeal will be at an Executive Board Meeting.

(b) **Health & Safety Committee -** under the direction of the Executive Board, responsible for analyzing Health and Safety concerns affecting various segments of the membership and make recommendations to the Executive Board for review in accordance with anyprovisions of the Occupational Health and Safety Act. The Chair and Co-Chair of the Committee shall be certified members. A quorum for the conduct of committee business shall be at least three (3) members, one of whom shall be a Signing Officer.

(c) **Good and Welfare Committee** - The Stewards of the Local are the Good and Welfare Committee. Under the direction of the Executive Committee, it is their responsibility to visit members who are ill. If a member is ill for four (4) or more days in hospital or two (2) weeks or more at home the appropriate Steward will arrange, through the Table Officers, to have sent some token of the Local's concern and desire to help, whether the member is at home or in hospital - not to exceed fifty dollars ($50.00) in value per incident, including taxes and delivery charges. If an immediate member of the family dies, send an expression of sympathy from the Local - not to exceed seventy-five dollars ($75.00) in value per incident, including taxes and delivery charges.

(d) **Library Workers Committee** - The library Unit Chairpersons and Vice-Chairpersons shall meet from time to time to discuss matters of particular concern to library workers and make recommendations to the Executive Board when it is appropriate for the Local to take action on those matters.

(e) **Communications Committee** - The Communications Committee shall be made up of the Local 905 President and three (3) members elected from the membership at large.

The Communications Committee will work with the Executive Board and Units to support media relations activities and campaigns. The Committee will develop communication platforms to the membership on behalf of the Local and Units.

(f) **Budget Committee** – the Budget Committee will be made up of the Local Secretary Treasurer and three (3) members of the Executive Board, and one (1) member at large.

The Budget Committee will assist the Unit Chairpersons with developing unit budget requests to be submitted to the Budget Committee no later than June of each year. The Budget Committee will review all requests from the Units and the Executive Board, with a view to the appropriate, effective and efficient use of Local funds, in accordance with the National Constitution, develop the yearly Local 905 budget for presentation and approval of the Executive Board at each August Executive Board Meeting. Upon approval of the Executive Board, the Budget Committee will present the budget at each September General Membership Meeting for approval of the membership.

The Budget Request Criteria is attached to these bylaws as Appendix C.

(g) **Mobile Action Committee** – The Mobile Action Committee shall be made up of the Local Vice President and fourteen (14) members elected from the membership at large. Preference shall be given to diversity of unit membership in the committee with a view to having one (1) member from each Local Unit.

The Mobile Action Committee shall provide members to attend political and union events in order to support union issues, concerns and values. Members of the Mobile Action Committee will be made available to attend information pickets and picket lines in support of Local 90**5** issues/events, other CUPE Local issues/event, and other labour organized events.

(h) **Community Support Committee** – The Community Support Committee shall be made up of four (4) members elected from the membership at large.

The purpose of the Committee is to provide financial assistance to social welfare agencies, within the area serviced by CUPE 905 on behalf of CUPE 905 members, in accordance with the CUPE National Constitution. The Committee shall recommend distribution of monies approved in the Local 905 yearly budget for Charitable Donation to organizations that comply with the criteria attached to these By-laws as Appendix D. Applications will be accepted from agencies on or before November 1st each year. The Committee will make a determination based on the criteria and the amount of funds available, and will recommend the award of the donations to the Executive Board, no later than February 1st of the following year.

(i) **Social Committee** – The Social Committee shall be made up of one (1) Executive Board Member and a minimum three (3) members elected from the membership at large.

The Social Committee shall arrange and conduct all social, cultural, and recreational activities of Local 905, 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.

The budget for the Committee will be fixed annually by the membership, through the Local 905 budget but, other than that, all social, cultural, and recreational events and activities shall be self-supporting.

(j) **By-Law Committee** – The By-law Committee shall be made up of one (1) Signing Officer, one (1) Executive Board Officer and three (3) members elected from the membership at large. The committee shall appoint its secretary from among its members.

The By-Law Committee shall:

- Review the bylaws bi-annually and make recommendations to the Executive Board on proposed amendments.
- Review any proposed amendments received from the Executive Board or membership of Local 905 to ensure that the amendment will conform to the remainder of the by-laws and the CUPE National Constitution.
- Present any amendments to the membership for approval.

(k) **Human Resources Committee** The HR committee will consist of the President, the Secretary-Treasurer and two Executive Board members selected by the Executive Board. The President shall Chair the Committee. The committee will meet at least quarterly.

The HR Committee will be responsible to deal with all labour relations matters with IAMAW staff employed by CUPE Local 905, including bargaining and grievances. Tentative collective agreements reached with IAMAW will be presented to the Executive Board for ratification.

The HR Committee will be responsible for developing policies and procedures that will apply to staff employed by CUPE Local 905 and full-time book-offs. All policies and procedures will be approved by the Executive Board.

11.2 Human Rights Committees

(a) Black, Indigenous, and People of Colour (BIPOC) Collective

The BIPOC Collective is purposed with organizing around issues concerning BIPOC members. The Collective aims to create a safe space for BIPOC members and advocate for BIPOC issues in our workplaces, our union, and the broader community.

The Collective is open to all BIPOC identifying members of Local 905. Periodically allies will be invited for joint meetings to build allyship. The Committee will decide on it's own assigned/elected internal positions.

The Collective's areas of focus include but are not limited to: dismantling anti-black racism, anti-indigenous racism and systemic racism, informing and educating the union on matters of importance to BIPOC members, building towards anti-racist workplaces, and supporting BIPOC members in navigating workplace and union processes (ie. the grievance process). The Collective will collaborate with local community initiatives to bring awareness of issues and promote solutions for the greater BIPOC community.

(b) LGBTQ Committee:

The committee is open to all members of CUPE Local 905. We welcome and encourage members who identify as lesbian, gay, bisexual, transgendered, queer, and straight allies. Membership is granted to all who attend a committee meeting.

The LGBTQ Committee will have an elected chair, who self identifies as an LGBTQ+ person. Elections will be held in October, annually.

The LGBTQ Committee is committed to advocating for LGBTQ and gender issues in our workplace, our union, and the broader community. We endeavour to do this within the framework of union solidarity. Education will be a key component in helping us reach our goals. We will share our knowledge and experience with other diversity groups who also wish to advance their issues through the union.

11.3 AD HOC Committee - From time to time, on an as-needed basis, the Executive Board may appoint committees to serve a specific purpose and for a specific period of time. Such committee may be either a Local or Unit Committee.

(a) Bargaining Committees:

Each Bargaining Unit will elect a bargaining committee composed of the number of members recognized under the applicable collective agreement. The Unit Chair or his/her designate will be a member of any

bargaining committee within the Unit. Best efforts will be made to be representative by Department, Division, classification or as designated by the membership. Only members who have attended a minimum two (2) unit meetings in the previous twenty-four (24) months will be eligible to run for a position on the Bargaining Committee. The Bargaining Committee may have, but is not required to have, a Chairperson as elected from within the committee. The CUPE representative assigned to the Local shall be a non-voting member of the Committee as lead negotiator and shall be included and attend all stages from formulating proposals, through negotiations, to contract ratification by the Membership.

SECTION 12 - DUES

12.1 Membership dues shall be established by a secret ballot vote by the membership in attendance at a General Membership Meeting in which a report from the Executive Board is considered. As of adoption of these By- laws, such dues are set at one and one-half percent (1.5%) of each employee's regular bi-weekly gross earnings, exclusive of premiums, overtime pay and benefits (including employees in Casual and Student positions). The report of the Executive Board shall be based on the year-end financial report of the Treasurer and shall contain a recommendation to establish dues at a specific amount or rate.

12.2 Per Capita Tax of the CUPE National Office shall be set by the CUPE National Convention. Notwithstanding the above provisions, if CUPE Convention raises minimum Tax, fees, levies or assessments, a Special General Membership meeting shall be called to determine whether a corresponding dues increase is necessary. Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

12.3 Non Payment of Dues and Assessments

Any member in arrears for a period of three months or more will be automatically suspended and the suspension will be reported to the Executive Board by the Secretary Treasurer. The Executive Board will report all suspensions to the next membership meeting. Any member under suspension wishing to be reinstated will, upon application, pay any dues and assessments in arrears. This money will be returned if the application is rejected. A member who has been unemployed or unable to work because of sickness may not be required to pay arrears.

SECTION 13 – VOTING OF FUNDS AND EXPENSES

13.1 Local 905 shall disburse funds only under the following circumstances:

- Where the expenditure has been authorized through a membership-approved budget or an approved budget amendment and does not conflict with these bylaws; or
- Where the expenditure has been approved by a majority vote of the membership at a general or special membership meeting provided such approval does not conflict with these bylaws; and/or
- Where the expenditure is otherwise permitted under these bylaws.

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

13.2 No member of Local 905 will be allowed to spend any Local Union funds without first having received authorization under Section 13.1 of these bylaws.

13.3 No line item in the yearly budget can be increased, or monies spent over and above the amount specifically passed in the budget without providing the membership with a Notice of Motion on the specific increase, and having the increase duly approved by the membership.

13.4 At no time will funds be administered by any Officers of the Local except the Signing Officers and those authorized by the Executive Board. Only authorized Officers of the Local shall be allowed to acquire an expense on behalf of the Local and/or its Units. The manner in which expenses shall be paid (ie. automatic payments for utilities), shall be determined by the Executive Board. Any member or Officer who acquires an unauthorized expense on behalf of the Local shall be subject to legal and civil action initiated by the Signing Officers of the Local. Any expense acquired by a Unit, which is not specifically covered by this By-law, shall be consideredand treated as a Unit deficit in accordance with Article 11.1 of this By-law.

13.5 The honorarium period is from October 1 to September 30th.

Honorariums shall be paid annually, on or about December 1st of each calendar year.

The honorarium amount shall be calculated at $40 per month of service up to the maximum honorarium amount permitted under this bylaw for the specified position.

Honorariums shall not be pyramided or stacked.

Maximum annual honorariums:

President	$500.00/annum
Vice-President	$500.00/annum
Secretary Treasurer	$500.00/annum
Recording Secretary	$500.00/annum
Unit Chairperson	$500.00/annum
Unit Vice-Chairperson	$500.00/annum
Unit Secretary	$500.00/annum
Trustees	$500.00/annum
Unit Lead Steward:	$500.00/annum
Steward:	$500.00/annum
Standing Committee Chairperson:	$500.00/annum
Standing Committee Member:	$200.00/annum

Unit Honorariums

When honorariums become payable, no payment will be made to any Vice Chairperson, Lead Steward, Steward, or Recording Secretary unless the applicable Unit Chairperson has given the Secretary-Treasurer at least thirty (30) days' notice.

The notice must indicate the applicable monthly honorarium amount based on the time served in the position for the honorarium period of October 1 to September 30 and any applicable adjustments in relation to the performance of duties.

In order to receive 100% of the honorarium for unit positions of Lead Steward, Steward, and Recording Secretary they:

a) Must be in the position for the full honorarium period of October 1 to September 30.
b) Must have attended three (3) Regular or Special General Membership meetings and/or Regular or Special Unit meetings in the immediate preceding 12 months, unless they have provided reason prior to the scheduled meetings.
c) Shall perform all duties and responsibilities as set out in these bylaws.

A Unit Chairperson, the Local President or Secretary Treasurer reserves the right to reduce or withhold the honorariums if the above items are not being performed.

Unit Chairperson Honorariums

When honorariums become payable, no payment will be made to any Unit Chairperson unless the applicable Unit Chairperson has given the Secretary-Treasurer at least thirty (30) days' notice.

The notice must indicate the applicable monthly honorarium amount based on the time served in the position for the honorarium period of October 1 to September 30 and any applicable adjustments in relation to the performance of duties.

In order to receive 100% of the honorarium for the position of Chairperson, they:

a) Must be in the position for the full honorarium period of October 1 to September 30.
b) Must have attended three (3) Regular or Special General Membership meetings and/or Regular or Special Unit meetings in the immediate preceding 12 months, unless they have provided reason prior to the scheduled meetings.

Signing Officer Honorariums

Signing Officer Honorariums shall be reviewed/approved by the Executive Board at the September Executive Board meeting.

In order to receive 100% of the honorarium for Signing Officers, they:

a) Must be in the position for the full honorarium period of October 1 to September 30.
b) Must have attended three (3) Regular or Special General Membership meetings and/or Regular or Special Unit meetings in the immediate preceding 12 months, unless they have provided reason prior to the scheduled meetings.
c) Shall perform all duties and responsibilities as set out in these bylaws.

The Executive Board by a majority vote reserves the right to reduce or withhold the honorariums if the above items are not being performed.

13.6 All honorariums may be pro-rated as follows:

In any calendar month where a duly elected/selected/appointed Office-holder has been in place for more that 15

days, the full monthly amount shall be paid. If 15 or less days, no honorarium shall be paid. Honorariums shall be paid annually, on or about December 1st of each calendar year. Honorariums will be in accordance with the rates outlined in Article 13.5.

13.7 Honorariums shall not be pyramided. Any person holding more than one Office to which an honorarium is payable shall receive only the highest honorarium payable.

13.8 When authorized by CUPE Local 905 Bylaws and the annual financial budget, any person attending full day at a Convention/Conference, wherever located, shall be paid a per diem of $80.00/day/person for the purpose of meals. Any person, attending a half day at convention/conference shall be paid a per diem of $40.00 per half day for the purpose of meals.

Full day is defined as a conference/convention day that is 5 hours or greater excluding travel time. Half day is defined as any conference/convention day that is less than 5 hours excluding travel time.

Per Diems are only to be paid for each of the conference/convention days (not travel days/time).

Per diems shall not be paid when meals are provided.

13.9 The Treasurer in consultation with other Signing Officers will prepare and present an annual budget to the membership.

SECTION 14 - CUPE LOCAL 905 INCORPORATED

14.1 *"Canadian Union Of Public Employees Local 905 Non-profit Realty Corporation* " (referred to as "CUPE Local 905 Incorporated") is a subsidiary of this Local; operates in accordance with its own By-laws; and is the holder of all real property owned and operated by the Local.

14.2 In the event that any bargaining unit(s) should elect to separate from this Local, in accordance with the procedure provided in the National Constitution, the division of assets contemplated by the National Constitution shall not include those assets listed in Articles 14.3 and 14.4 of these By-laws and the departing bargaining unit(s) shall not hold interest in CUPE Local 905 Incorporated.

14.3 All real estate, buildings, land and other real property held by CUPE Local 905 Incorporated, is and remains the property of CUPE Local 905 and, subject to Article 14.5 of these By-laws, is not included as a divisible asset, provided that the real property was purchased no later than one (1) calendar week after the separation was properly approved by the members of the applicable departing bargaining unit(s).

14.4 At any time that a lien and/or mortgage applies to real property held by CUPE Local 905 Incorporated, the portions of cash, investments and deposits held by CUPE Local 905, which equals the amount of the lien and/or mortgage(s), is not included as a divisible asset, provided that the lien and/or mortgage was acquired no later than one (1) calendar week after the separation was properly approved by the members of the applicable departing bargaining unit(s).

14.5 In the event that the departure of any bargaining unit(s) creates a financial hardship to CUPE Local 905, to the extent that the Local is unable to maintain ownership and or operation of real property held by CUPE Local 905 Incorporated, the property shall be disposed of in the most economically responsible and timely manner and any resulting monetary gain shall be included in the divisible assets, provided that the disposition of the real property occurs within five (5) years from the date that the separation was properly approved by the members of the applicable departing bargaining unit(s).

14.6 The provisions of Article 14.5 of these By-laws shall not delay the division of those assets that do not depend upon the disposition of real property.

14.7 When disposition of real property, as provided in Article 14.5 of these By-laws occurs after the five (5) year period, it shall be the sole and exclusive right of CUPE Local 905 to determine the portion, if any, of the resulting monetary gain that is payable to the applicable departing bargaining unit(s).

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 905 is committed to removing barriers within its control so that all members have equal access to participation.

15.1 When it is practical and demand warrants, Local 905 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. Requests for child care, dependent care or elder care (or cost reimbursement) must be made within forty-eight (48) hours notice.

15.2 Any member who is on authorized Local 905 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.

15.3 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

16.1 Except for the President's option to either attend or name a designate, all delegates toconventions, conferences, and educationals held outside of Local 905, shall be chosen by election at membership meetings.

16.2 All members must be a member in good standing to be eligible to attend conferences/conventions and further must have attended at least three (3) Regular, Unit or Special General Membership meetings in the past twelve (12) months.

16.3 All elected delegates to conferences, conventions and educations outside of Local 905, must attend the event and provide a written and verbal report to the next following Regular General Membership Meeting detailing the highlights of the event.

16.4 For all CUPE Conventions and Conferences, there will be a minimum of one (1) alternate elected. In the event that a duly elected delegate is unable to attend the entire convention or conference, the alternate may be requested to take the place of the delegate.

16.5 Alternates will be determined by the number of votes cast in the elections of delegates for any CUPE Convention or Conference. Members standing for election as a delegate that do not receive a sufficient number of votes to attend as a delegate will be kept on a list, in order of votes received. If a delegate is unable to attend, the members on the alternate list will be asked, in order of votes received, if their wish is to attend as a delegate.

16.6 Delegates to conventions, conferences and educationals held within York Region shall be entitled to travel allowance. There shall be a per diem allowance of $25.00 dollars for meals (unless meals are provided) and expenses incurred by attendance at the convention, conference or educational. Local 905 will reimburse the member's employer for any loss of wages and benefits.

16.7 The Local will designate a delegate status on anyone who is running for or is a current member of a CUPE committee to the respective conference or convention.

SECTION 17 – 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 18 - GENERAL

18.1 All motions are to be numbered for easy reference and control and filed in a file called "Motions" along with the date carried or defeated and maintained by the Recording Secretary. When a motion is made and carried for taking a grievance to arbitration, the grievance number is to be specified in conjunction with the motion number.

18.2 A "Member in Good Standing" is a person who has taken the Oath of Membership provided in Article 9.1 of these By-laws and who:

- Is listed on a current employee list from a bargaining unit of CUPE Local 905;
- Or, is on layoff and subject to recall;
- Or, is on a leave of absence and subject to return to work;
- Or, is terminated and subject to being returned to work as a result of a final grievance/arbitration decision.

18.3 Charitable donations will be considered and recommended through the Community Support Committee and limited in total amount by the annual budget as approved by the general membership.

18.4 All previous By-laws of this Local, and its predecessor CUPE locals, are hereby repealed.

18.5 Once a motion to amend these By-laws has been made and carried, all previous motions pertaining to the carried motion are repealed and deleted.

18.6 These By-laws are deemed to comply with the CUPE Constitution however, in the event of any conflict between these By-laws and the CUPE Constitution, the latter shall govern.

18.7 These By-laws shall not be amended, added to, or suspended except upon the consent of the majority of the members present and voting at a Regular or Special General Membership meeting. Notice of Motion to amend these By-laws must be given at a Regular Membership meeting at least fourteen (14) days prior to voting on the amendment or at least sixty (60) days written notice must be provided.

18.8 Where Notice of Motion is given or where a proposed By-law change is amended during debate a Notice of Motion, and the amendment is deemed to be a substantial change to the By-laws, the presiding officer is authorized to refer the matter to the Executive Committee for an opportunity to make comments and/or re-word the Notice of Motion or amendment to ensure that it is properly prepared for a vote. Where necessary, the matter may be deferred to the next General Membership meeting.

18.9 These By-laws, and any future amendments, shall become valid and take effect on the date approved by the National President of the Canadian Union of Public Employees.

APPENDIX A - RULES AND ORDER OF BUSINESS

The rules and order of business governing all meetings shall be:

A.1 The President, or when required, the Vice-President, shall take the chair at all regular or special membership meetings. In the absence of the President and Vice President, the Recording Secretary will be the Chairperson at the regular or special membership meeting.

A.2 No question of a sectarian character shall be discussed.

A.3 A member wishing to speak shall wait until recognized by the Chairperson, then proceed only with remarks confined to the question at issue.

A.4 A motion to be entertained by the Chairperson must be moved and seconded: both mover and seconder must be recognized by the Chairperson. The motion must not be stated as a negative (the motion must not be stated in such a way that voting "yes" means "no" or vice-versa). When a member wishes to make a motion and requires assistance to do so, the Chairperson may appoint an Officer to provide the assistance and require the mover to withdraw until the assistance is provided. Regular business may continue and the mover will immediately be recognized when he/she is ready to proceed and any business currently in order is completed.

A.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 in order. Nor shall an amendment or amendment to an amendment, which is a direct negative of the resolution, be in order. The Chairperson will ask 'will the main question be 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 motions (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.

A.6 At the request of any member, and upon a majority vote of those present, a motion may be divided when the sense will admit of it.

A.7 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.

A.8 Speeches shall be limited to three (3) minutes except in moving a motion when a member shall be allowed ten (10) minutes.

A.9 A member shall not speak more than once upon a subject until all who wish to speak have had the opportunity to do so, except it be to call a "point of privilege" (a point where the members original words are being mis-stated or mis-represented).

A.10 A member shall not interrupt another except it be to call a "point of order" (a point regarding the proper procedure regarding the matter at issue).

A.11 At any point during the debate of a debatable motion, any member may "call the question" without being recognized, (requesting a cessation of debate and a vote on the motion). Calling the question is not debatable and, provided the Chairperson is satisfied that adequate debate of the motion has occurred, the "call the

question" motion shall be immediately put to a vote. Where the vote on the "question" is passed, the motion shall be immediately put to a vote. Where the vote on the "question" is defeated, debate on the motion shall continue.

A.12 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.

A.13 A member called to order, shall, at the request of the Chairperson, be seated until the question of order has been decided.

A.14 Should a member persist in non-parliamentary conduct, the Chairperson will be compelled to name the member and submit the questionable conduct to the judgment of the membership. In such cases the member whose conduct is in question should explain and then withdraw, and the membership will determine what course to pursue in the matter.

A.15 The Chairperson shall take no part in debate while presiding, but may yield the Chair to another Union Officer in order to speak on any question before the Local, or to introduce a new question.

A.16 When a question is put, the Chairperson after announcing the question shall ask: "Are you ready for the question?" If no member wishes to speak, the question shall be put.

A.17 Questions may be decided by a show of hands or a standing vote on the basis of one vote per member. A roll call vote may be demanded by two thirds (2/3) of the total members present. In a roll call vote, each member shall be entitled to one vote.

A.18 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.

A.19 The Chairperson shall have the same rights as other members to vote on any question and in the case of a tie vote, cast the deciding vote. The Chairperson may refrain from an additional vote in which case the motion is defeated.

A.20 If the report of a committee or the Treasurer is adopted it becomes the decision of the membership. If defeated, it may be referred back to the committee for reconsideration.

A.21 When a question is pending before the membership, no motion shall be in order except to refer, to adjourn, to call the question or to postpone for a definite time. If any of the foregoing motions is negated, it cannot be renewed until after an intermediate proceeding. A motion to adjourn is not in order when a member has the floor or when members are voting. 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 (15) minutes have elapsed.

A.22 A motion may be reconsidered provided the mover of the motion to reconsider voted with the majority, and the

notice of motion is given for consideration at the next meeting, and said notice of motion is supported by two-thirds (2/3) of the members qualified to vote.

A.23 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.

A.24 Where members are voting in an election at a membership meeting, the doors are to be tiled during the voting process.

A.25 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.

A.26 On motion the regular order of business at a membership meeting may be suspended where 2/3 of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.

A.27 In all matters not regulated by these rules of order, Bourninot's Rules of Order shall govern.

APPENDIX B – BUDGET COMMITTEE CRITERIA

The first elected Budget Committee will develop and present for the approval of the executive board, a protocol for budgetary requests.

APPENDIX C – CODE OF CONDUCT

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. CUPE needs to ensure that we provide a safe environment for members, staff and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding and co-operation will be the basis of all our interaction.

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings and activities by other parts of CUPE referenced above. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As CUPE members, staff, and elected officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating.

- Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding the Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

This Code of Conduct is designed to create a safe, respectful and supportive environment within all parts of CUPE. It is meant to enhance the rights and obligations outlined in the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

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