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# Bylaws

# Local Union 7575

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**CUPE** / *Canadian Union  
of Public Employees*

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## **MEMBERSHIP OBLIGATION**

"I solemnly promise and declare that I will support and comply with 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."

## **UNION OFFICERS' OBLIGATION**

"I, (*insert your name here*), do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of my office, for the ensuing term, as prescribed in the Constitution and Laws of the Canadian Union of Public Employees, and as an officer of this Union, will, at all times, endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions. I further promise that, at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Union in my possession to my duly elected successor in office."

## **PREFACE**

In order to improve the social and economic welfare of its members, without regard to gender, colour, race, or creed, to promote efficiency in public employment, and to manifest its belief in the value of the unity of organized labour, this local of the Canadian Union of Public Employees (hereinafter referred to as CUPE 7575) has been formed.

The following by-laws are adopted by CUPE 7575 pursuant to, and to supplement, Appendix B of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the local, and to involve as many members as possible through the sharing of duties and responsibilities.

## **SECTION 1 - NAME**

- 1.1 The name of this local will be Canadian Union of Public Employees Local 7575 Thames Valley District School Board, consisting of Educational Assistants, Instructional Assistants, and Student Supervisors.

## **SECTION 2 - OBJECTIVES**

The objectives of the local are to:

- 2.1 Secure adequate remunerations for work performed and generally advance the economic and social welfare of its members and of all workers;
- 2.2 Support CUPE in reaching the goals set out in Article 2 of the CUPE Constitution;

- 2.3 Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- 2.4 Encourage the settlement by negotiation and mediation of all disputes between the members and their employer;
- 2.5 Establish strong working relationships with the public we serve and the communities in which we work and live;
- 2.6 Promote a discrimination and harassment-free workplace.

### **SECTION 3 - INTERPRETATION AND DEFINITIONS**

- 3.1 The word “member” will be understood to be gender neutral.
- 3.2 Numbers of Articles at the end of sections or subsections refer to relevant articles of the current CUPE Constitution which is available by request and should be read in conjunction with these By-Laws.
- 3.3 National Office refers to CUPE Headquarters, Ottawa, and the abbreviation "CUPE" is always used with a national connotation, unless stated otherwise.
- 3.4 A member is in good standing as long as they remain employed in a bargaining unit within the jurisdiction of the chartered Local Union or unless the member loses good standing status under the provisions of Article B.8.3 of the National Constitution.

### **SECTION 4 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL**

- 4.1 General membership meetings of Local 7575 will be held at least eight (8) times per year and not more than once per month. Notice of Membership meetings – Regular & Special will be posted on Local 7575’s website as well as distributed to members through personal email. The Executive Board will provide the Membership with a list of dates and locations for monthly meetings from September to June excluding December and March. General membership meetings will not exceed two (2) hours in length except when extended by a motion from the floor at the meeting. Should a situation occur that requires a change of date or location, the Executive Board will provide as much advance notice as possible.
- 4.2 Special membership meetings may be ordered by the Local’s Executive Board or requested, in writing, by not fewer than 75 of its members. The President will immediately call a special meeting when so ordered or requested and will see that all members receive at least seventy- two (72) hours’ notice of the special meeting and the subject(s) to be discussed. No business will be transacted at the special meeting other than that for which the meeting is called, and notice given.
- 4.3 A quorum for the transaction of business at any regular or special meeting will be fifteen

(15) members including more than fifty percent (50%) of the Local Executive. In the event of a quorum not being reached within fifteen (15) minutes of the regular starting time, the chairperson will declare the meeting open for information only and refer all other business to the Local Executive for decision and/or action. Any decision(s) made by the Executive Board will be reported back at the next General Membership Meeting. The executive shall meet immediately thereafter cancelled meeting and have the full authority to deal with any and all business that would have properly been dealt with by the General Membership Meeting had it not been cancelled in accordance with these By-Laws. If this should occur, the Executive Board shall report on such business at the next General Membership Meeting. Any decision made by the Executive Board will be reported back to the Membership for ratification at the next membership meeting.

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

1. Roll Call of Officers
2. CUPE Equality Statement
3. Acknowledgement of Indigenous Territory
4. Welcome - New Members & Initiation
5. Approval of Agenda
6. Minutes of Previous Meeting & Approval
7. Matters Arising out of the Minutes
8. Financial Officer's Report
9. Communications
10. Executive Report, Grievance/Arbitrations Report, Reports of Committees, Nominations, Elections, Unfinished Business
11. New Business
12. Good of the Union
13. Adjournment

## **SECTION 5 - FINANCES**

**5.1** A draft annual budget for the following fiscal year will be presented to the Executive Committee in April. The recommended budget will be presented at the May General Membership Meeting for membership's approval.

- a) The fiscal year of CUPE 7575 shall be from September 01 to August 31.
- b) Local 7575 will pay out funds under the following circumstances:

When the expenditure has received prior authorization through a membership approved budget; or When these By-laws approve the expenditure; or through a vote of the majority of the members at a membership meeting.

- c) 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.

- 5.2** No sum over one hundred (\$100) dollars will be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting.
- (Article B.4.4)
- 5.3** The local shall have four (4) signing officers being the President, Vice-President, Financial Officer, and Recording Secretary. No payment shall be made to any of the above four (4) mentioned without signatures on the expense voucher and cheque from any two of the other signing officers. (For example, cheques payable to the President will be signed by the Financial Officer and Vice-President. Similarly, cheques payable to the Vice-Presidents will be signed by the President and Financial Officer.
- 5.4** Detailed vouchers submitted for committee expenses should be signed by the member submitting the expense and include the signature of the committee chair recommending payment. The voucher is then submitted to the Recording Secretary for verification of payment. After receiving the signature of another signing officer, the cheque number and the date of the cheque is recorded. The Financial Officer will complete payment verification and process the payment for the expense.
- 5.5** All expense vouchers shall be submitted to the Recording Secretary by the tenth (10th) of the month following in which the expense was incurred.
- 5.6** Notwithstanding the above, the assets of the local shall not be spent, transferred, withdrawn, or disbursed without the approval of the membership.
- 5.7** Executive Emergency Fund: A fund of five hundred dollars (\$500.00) shall be available to the Executive for emergencies, to be voted upon at an executive meeting with a recorded vote being taken and details being presented at the next membership meeting. If emergency expenses occur that are over the approved amount, the additional expenses must be approved by the membership prior to additional expenditures being reimbursed.
- 5.8** The travel allowance rate shall be equal to CUPE National's rate per kilometer. The current rate will be confirmed by the Financial Officer no later than January 31<sup>st</sup> of each year. This rate will be paid to members of the Local Executive and members in good standing and special committees to attend meetings or conduct approved union business other than general and/or special membership meetings for any mileage in excess of mileage incurred in a normal working day with authorized expense vouchers.
- 5.9** For Executive members on full-time release to the union, the base location shall be the CUPE 7575 union office.
- 5.10** a) Members may be reimbursed to attend meetings and conduct approved union business, excluding general/special meetings upon submission of receipts for reasonable expenses (meals, parking, etc.).

- b) When meetings or other union business events require overnight stay(s), members shall be reimbursed or provided with the single rate of hotel accommodation.
- c) Transportation provisions for members conducting approved business of the Local shall be on the following basis:
  - 1. Economy class return airfare via the shortest route;
  - 2. Economy rail or bus return fare via the shortest route;
  - 3. For the use of a member's personal automobile mileage will be paid in accordance with #5.8, up to a total of 500 km per trip;
  - 4. Giving due consideration to the most economical and efficient manner members may choose their own mode of transportation, (*subject to approval by the President*) and sections (c) i, ii or iii shall apply

- 5.11** Lost wages, if required, shall be paid at a member's regular rate of pay to conduct approved union business. If reasonable time remains on a member's shift, they will be obligated to return to work.
- 5.12** Upon written request by a member to conduct union business, the president, or designate, is authorized to grant release time for a period of three (3) to five (5) days. Approval of such request shall not be unreasonably withheld. Leaves of more than five (5) days must have executive approval.
- 5.13** Upon retirement from CUPE 7575, the member will receive one hundred dollars (\$100.00) at a general membership meeting within six (6) months after the member's retirement date.
- 5.14** Local 7575 shall be affiliated with CUPE Ontario Division with membership's approval of the annual budget.
- 5.15** Local 7575 shall be affiliated with CUPE Ontario Division and with the Ontario School Board Council of Unions (OSBCU) with membership's approval of the annual budget.
- 5.16** Local 7575 shall recognize its' members in respect to benevolent matters as outlined in Appendix B: Protocol for Benevolent.
- 5.17** Local 7575 shall incorporate a Post-Secondary Bursary Award, (Application and Criteria) along with a specific annual budget line in the amount of \$500.00 as outlined in Appendix C: Post-Secondary Bursary Award – Application and Criteria.
- 5.18** Upon the wishes of the membership, affiliation with outside labour organizations will be considered based on the annual budget. Delegates to named affiliates shall be elected from the membership-at-large or appointed as required.

## SECTION 6 - OFFICERS

6.1 The Officers of the Local will be:

- President
- Vice-President Educational and Instructional Assistants
- Vice President Support Supervisors
- Financial Officer
- Recording Secretary
- Head Steward
- Membership Officer
- (3) Trustees

6.2 Each member will receive honorariums to be paid monthly as follows. Out-of-pocket expenses (no receipts required) are to be paid only at the beginning of each month with no advance payments on honorariums to be made. If any member resigns from their position, the honorariums will be pro-rated and paid back to the union.

President	\$350.00
Vice-President EA/IA's	\$150.00
Vice-President Student Supervisors	\$150.00
Financial Officer	\$150.00
Recording Secretary	\$150.00
Head Steward	\$300.00
Lead Steward Support Supervisors	\$150.00
Health & Safety Officer	\$200.00
Membership Officer	\$100.00
Early & Safe Return to Work	\$200.00
Communications Officer	\$100.00
Trustees	\$ 50.00 per audit meeting plus meals for the day (i.e. lunch)
Stewards	\$25.00
Committee Chairperson	\$ 50.00 (active committee)

6.3 Union members conducting authorized union business shall be compensated as per new collective agreements and Local By-Laws.

6.4 The following Officers of the Local may be granted release time based on the annual budget:

- President
- Financial Officer



- Recording Secretary
- Head Steward

**6.5** To fairly compensate the value and volume of work of the President, Head Steward, and the Recording Secretary positions, they shall be paid based on the CUPE Job Evaluation Bands. The President pay will be based on the top pay tier in the top band or grid of Joint Job Evaluation Job ratings. This role is the Tech 5 - Technical Support Specialist. The Head Steward will be paid at the rate of equivalent duties and responsibilities in either grid or band of joint Job Evaluation Job ratings, which has been determined to be the same rate as a Secondary High School Administrative Assistant. The Recording Secretary shall be paid at the same rate as a Registrar/Administrative Secretary.

## **SECTION 7 - EXECUTIVE BOARD OF LOCAL 7575**

- 7.1** The Executive of the Local shall be comprised of all officers. (Article B.2.2)
- 7.2** The Executive of the Local will meet at least eight (8) times a year prior to the regular General Membership meetings of the Local.
- 7.3** A majority (more than fifty percent (50%)) of the Executive of the Local constitutes a quorum.
- 7.4** The Executive Board officers of the Local will hold title to any real estate and/or equipment of the Local as trustees of the Local. They will have no right to sell, convey, or encumber any real estate and/or equipment without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- 7.5** The Executive Board shall do the work delegated to it by the Local and will be held responsible for the proper and effective functioning of all committees.
- 7.6** All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the current CUPE Constitution. (Articles B.11.1 to B.11.5)
- 7.7** Should any member of the Local Executive fail to answer the roll call for three (3) consecutive General Membership Meetings or three (3) consecutive executive meetings without having submitted good and sufficient cause, the office shall be declared vacant and the position will be filled by an election at the following membership meeting.
- 7.8** All Executive Officers must be bonded. Any Executive Officer who cannot qualify for a bond will immediately be disqualified from office and the Local will proceed with the election of that office. (Appendix B.3.5)

- 7.9** Confidential information of members shall be respected by the Union and its representatives.
- 7.10** All officers shall record or provide details of their activities for the Unit that they represent at the monthly executive meeting, which shall be recorded by the Recording Secretary.
- 7.11** It is the duty of any members elected or appointed to any office, committee, or delegation to attend the meetings that pertain to their office.
- 7.12** All elected members shall have access to training programs designed to enhance skills and efficiency to assist in their role. Training may be provided through CUPE Education, or through other cost-efficient opportunities.
- 7.13** The local shall own and acknowledge the costs associated with the cellular plan used to conduct the business of the local for the Executive board members, and any other union official recommended by the Executive and approved by the General Membership. Any additional costs incurred outside the cellular package will be reimbursed to the local by the user.
- 7.14** Upon termination of office, all devices and property of the local shall be surrendered to the local's office. Should devices and/or property of the local be withheld, no remaining payments of out-of-pocket expenses shall be paid out until all devices and property of the local are surrendered to the local's office.
- 7.15** Executive Board recommendations shall remain confidential until discussed at a general membership meeting.

## **SECTION 8 - DUTIES OF OFFICERS**

It is the responsibility of all officers to fulfill their obligations as set out in this Local's By-Laws. Each officer of Local 7575 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise. All signing Officers of Local 7575 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

- 8.1** The President shall:
- a) Be accountable to the Executive Board and Members;
  - b) Enforce the CUPE National Constitution, these local union By-laws and the Equality Statement;
  - c) Preside at all membership and Local Executive meetings and preserve order;

- d) Decide all points of order and procedures (subject always to appeal by the membership);
- e) Have a vote on all matters (except appeals against the President's rulings) and in the case of a tie vote in any matter, including elections, turn the vote back to the membership for a revote;
- f) Have a vote on all matters (except appeals against the President's rulings);
- g) Ensure that all officers perform their assigned duties, strictly and in accordance to the Constitution of these By-Laws;
- h) Fill committee vacancies where elections are not provided for;
- i) Introduce new members and conduct them through the initiation ceremony;
- j) Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE National Constitution, Local Union By-laws (Sect. 5.3), or vote of membership;  
(Article B.3.1)
- k) 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 proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached;
- l) Have first preference as a delegate to CUPE National's Convention, CUPE Ontario Division Convention (OD) and the Ontario School Board Council of Unions Conference (OSBCU);
- m) Be the spokesperson to the media on behalf of Local 7575, unless otherwise designated;
- n) Grant, authorize, and request all release time;
- o) Be an ex-officio member of each committee or designate an executive member to do so;
- p) Perform other duties as pertain to this office and which are necessary for the proper function of the local as per the Constitution;
- q) In conjunction with the Vice President, create and maintain portfolio reviews for any Executive positions. Any outcomes or decisions shall be dealt with by the Executive;
- r) Ensure committee vacancies are filled when elections are not mandated;

- s) Be a liaison with Executive Board Members as required;
- t) On termination of office, surrender all books, seals and other properties of the Local Union to their successor.

**8.2** The Vice-President(s) shall:

- a) Perform all duties of the president if the president is absent, or unavailable;
- b) Preside over membership and Local Executive meetings in the absence of the President;
- c) If the office of President becomes vacant, be Acting President until a new President is elected;
- d) Render assistance to any member of the Local Executive as directed by the Local Executive;
- e) Sign cheques in the absence of the Financial Officer or President;  
(Article B.3.2)
- f) Perform any other duties as assigned by the President or the Local Executive;
- g) Be accountable to the Executive Board and members;
- h) In conjunction with the President, create portfolio reviews for Executive positions. Any outcomes or decisions shall be dealt with by the Executive;
- i) Assist other Executives as required;
- j) Work with and have regular meetings or conversations with all Unit VPs ensuring that they understand their roles, assist with any matters that may arise, and have no less than monthly reports or conversations with them;
- k) Report back to the President with any matters arising with Executive members;
- l) Have the option to be an exofficio member of each committee with voice only with no vote unless elected or appointed to the position;
- m) On termination of office, surrender all books, seals and other properties of the Local Union to their successor.

**8.3** The Student Supervisor Vice-President shall:

- a) Be accountable to the Executive Board and members;
- b) Render assistance to any member of the Executive Board as directed by the Executive Board;
- c) Provide minutes and attendance records of all unit meetings to the local's Secretary in order for them to be sent out to unit members;
- d) Maintain accurate records for unit as required;
- e) Be an ex-officio member on unit-specific committees;
- f) Advocate in support of unit-specific issues. Support, advocate and protect the rights of individual members during meetings with management on unit specific issues;
- g) Represent members in meetings when Lead Stewards/Stewards are unavailable;
- h) Check emails and phone messages, answering inquiries and redirecting Collective Agreement issues to the Unit Lead Steward;
- i) Be a member of the Bargaining Team.

**8.4** The Recording Secretary shall:

- a) Be accountable to the Executive Board and members;
- b) Keep full, accurate and impartial account of the proceedings of all regular or special membership and Local Executive meetings. These records must also include a copy of the full financial report (Local Executive meetings) and the written financial report (Membership meetings) presented by the Financial Officer. The record will also include Trustee reports;
- c) Record all motions, with the names of the movers and seconders, in the Minutes Book of the Local;
- d) Answer correspondence and fulfil other secretarial duties as directed by the Local Executive;
- e) Keep a record of all correspondence received and sent out;
- f) Prepare and distribute all circulars, notices and newsletters to members and prepare all minutes for distribution at Local Executive and General Membership meetings; which includes setting up virtual meetings, if needed, monthly; Book

facilities for all CUPE 7575 meetings;

- g) Provide access to the Financial Officers office and cabinets to obtain files if needed or requested by Trustees. The Secretary will also provide the motion binder and the minutes from both Executive and GMM meetings;
- h) Prepare a monthly report that outlines all correspondence and bills received for submission for both the Local Executive and General Membership Meetings;
- i) Preside over General Membership and Local Executive meetings in the absence of both the President and Vice-President(s);
- j) Carry out and maintain records of any recognized membership benevolent situations, as outlined in Appendix B – Protocol for Benevolent. Information shall be documented on the monthly report to the Local Executive and General Membership. Any financial related benevolent situations shall be done in consultation with the Financial Officer;
- k) Be the administrator of the OTIP/Edvantage Program;
- l) Maintain accurate list of business contacts;
- m) Maintain all office equipment and make service calls as necessary;
- n) Maintain a list of usernames and passwords used by the Secretary;
- o) Maintain a master list of all members' contact information and lists;
- p) Sign cheques as required;
- q) Track delegates attendance to conference/conventions and follow up for reports;
- r) Track member attendance of education and follow up for the reports as well as maintain the Education List in the office;
- s) Maintain and order office supplies as needed;
- t) Maintain Labour Management meeting minutes and support the President to prepare a list of items for the agenda and send the agenda items to the Employer;
- u) Represent members in meetings when Head, Lead Stewards and/or Stewards are unavailable;
- v) Receive and direct all correspondence and inquiries to appropriate individuals. If the mail is not addressed to an individual, open and direct appropriately;

- w) On termination of office, surrender all books, seals and other properties of the Local Union to their successor.

**8.5** The Financial Officer shall:

- a) Be accountable to the Executive Board and members;
- b) Complete CUPE Financial Officer training within six (6) months of being newly-elected into the position, or as soon as possible;
- c) Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
- d) Prepare all CUPE per capita forms and remit payment no later than the last day of the following month;  
(Article B.3.8)
- e) Prepare an annual budget for presentation to the Executive Committee in April and to the membership at the May General Membership Meeting;
- f) Record all transactions in a manner acceptable to the Local Executive and in accordance with good accounting practices;
- g) Pay no money unless supported by an Expense Voucher or invoice, duly signed by the President or a signing officer and/or the Committee Chair in accordance with the approved budget line. No voucher will be required for payment of per capita fees to any organization to which the Local is affiliated;
- h) Make all books available for inspection by the Auditors and/or Trustees on reasonable notice, and have the books audited at least once each calendar year and within a reasonable time, respond in writing, to any recommendations and concerns raised by the Trustees;
- i) Provide the Trustees with any information they require to complete the audit, including forms provided by CUPE National;
- j) Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences;  
(Articles B.3.4 to B.3.8)
- k) Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or Expense Vouchers 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;  
(Article B.3.4).

- l) Along with Officers authorized to sign on behalf of the Local Union or other chartered organization shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as 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 Article 9.3 (k);  
(Article B.3.5)
- m) The Financial Officer shall regularly make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period. It shall be the duty of the Financial Officer to keep on file all receipts for money sent to the Canadian Union of Public Employees Headquarters during the year;  
(Article B.3.6)
- n) Check with CUPE National not later than January 31st of each year for the current mileage rate per Section 5.8 Finances;
- o) At the end of this term of office, the Financial Officer will turn over to the successor all properties and assets, including funds, books, and records belonging to the local.  
(Article B.3.9)

**8.6** The Head Steward shall:

- a) Be accountable to the Executive Board and members;
- b) Police the collective agreements and protect the rights of individual members;
- c) Assign a number to all grievances;
- d) Receive and maintain up-to-date files of all grievances;
- e) Present a synopsis of all grievances at the Local Executive and General Membership meetings;
- f) Receive and file all stewards' log sheets;
- g) Be chairperson of the Stewards/Grievance Committee (Section 13.2) and coordinate meetings on a regular basis;
- h) Act as mentor to and ensure that all stewards adhere to the Local Union's policies;



- i) Arrange stewards' training through the Local Union's Education Committee;
- j) Research all grievances prior to their presentation at mediation and/or arbitration, as well as, attend arbitration and mediation hearings;
- k) Perform all other duties and expectations of the Head Steward as described in the Collective Agreement of CUPE 7575;
- l) Perform other duties as may be assigned by the Local Executive from time to time;
- m) When leaving office the Head Steward may choose to act as a resource to the new Head Steward for up to three (3) months, if requested;
- n) On termination of office, surrender all books, seals and other properties of the Local Union to their successor.

**8.7** The Membership Officer shall:

- a) Be accountable to the Executive Board and members;
- b) Guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and with consent of the members present;
- c) Maintain the record of membership attendance at meetings;
- d) Obtain the names of all those awaiting initiation, reporting these to the chairperson;
- e) Perform other duties as may be assigned by the Local Executive from time to time;
- f) Prepare an alphabetical list of all members eligible for nomination at the elections membership meeting. The list will include members who are eligible as of the previous membership meeting plus those who will be eligible if they attend the next membership meeting;
- g) Examine all present at meetings and report to the chairperson any without membership cards;
- h) Be aware of the new members' names and locations in attendance at the GMMs, Special or other meetings and provide them a CUPE membership card;
- i) Perform other duties as may be assigned by the Executive Board from time to time;

- j) On termination of office, surrender all books, seals and other properties of the Local Union to their Successor.

## **SECTION 8 - DUTIES OF MEMBERS AT LARGE**

**8.8** The Lead Steward of Student Supervisors shall;

- a) Be accountable to the Executive Board and members;
- b) With support from the Head Steward participate in preparing grievances for their unit and process accordingly;
- c) Give guidance to the Stewards;
- d) Police the Collective Agreement;
- e) Perform other duties as may be assigned by the Executive Board from time to time.
- f) Maintain on going communication with the Head Steward;
- g) Check emails, phone messages, answer inquires, and redirect unit specific issues not related to the Collective Agreement.

**8.9** The Trustees shall:

- a) Complete Financial Trustee training within six months of going into the position or as soon as possible;
- b) Act as an auditing committee on behalf of the members and audit the books and accounts of the Financial Officer, the Recording Secretary, and Committees at least once every calendar year;
- c) Prepare and submit, in writing to the President and Financial Officer, any recommendations and/or concerns they feel should be reviewed in order to ensure that the local's funds, records, and accounts are being maintained by the Financial Officer in an organized, correct, and proper manner;
- d) Submit a written report of their findings at the first General Membership meeting following the completion of each audit;
- e) Be responsible to ensure that monies are not paid without proper constitutional or membership authorization;
- f) Ensure that proper financial reports have been provided to the membership;

- g) Audit the record of attendance at Local Executive and General Membership meetings;
- h) 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, and report their findings to the membership;
- i) Send the following documents to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative:
  - i. Trustee Audit Program
  - ii. Trustees' report
  - iii. Secretary-Treasurer Report to the Trustees
  - iv. Recommendations made to the President and the Financial Officer of the Local Union
  - v. Financial Officer's response to recommendations
  - vi. Concerns that have not been addressed by the Local Union's Executive.

**8.10** The Health & Safety Officer shall:

- a) Work to educate members on the importance of health and safety;
- b) Maintain copies of all Employee Health & Safety reports;
- c) Be Chairperson of the Health & Safety Committee and coordinate meetings on a regular basis;
- d) Prepare and present reports for the Executive and regular membership meetings;
- e) Recognize the April 28th Day of Mourning;
- f) Participate on the CUPE Joint Health & Safety Committee (JHSC);
- g) Promote the *Occupational Health & Safety Act* to ensure safe work procedures and environments so as to prevent illness and injury as a result of workplace factors;
- h) Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury;
- i) Work to eliminate all workplace hazards, be they physical, environmental or social;
- j) Complete Health & Safety training (i.e. to earn "Certified Worker Representative" status) at the earliest possible opportunity;

- k) Perform other duties, as may be assigned by the Local's Executive from time to time;
- l) When leaving office, the Health & Safety Officer may choose to act as a resource to their successor for up to three (3) months, if requested;
- m) On termination of office, surrender all books, seals and other properties of the Local Union to their successor.

**8.11** The Early and Safe Return to Work Officer shall:

- a) Help protect the health and safety of all bargaining unit members in the workplace;
- b) Minimize the impact of accommodations on other bargaining unit members in the workplace;
- c) Proactively ensure that members rights are being protected when requesting an accommodation;
- d) Effectively serve the membership by building a better working relationship with the employer;
- e) Meet Legislative, Contractual and HR Policy compliance;
- f) Ensure that the Early and Safe Return to Work and Workplace Accommodation process is streamlined;
- g) Provide continuing communication and education;
- h) Help identify internal and external resources in support of the Early and Safe Return to Work and Workplace Accommodation Process;
- i) Identify, establish, apply and incorporate "best practices" into the Early and Safe Return to Work and Workplace Accommodation process.

**8.12** The Communication Officer shall:

- a) The Communications Officer in consultation with the President shall be responsible for the compilation and publication of the local newspaper and multi-media, and for all such publicity and information as decided by the executive;
- b) The Communications Officer shall be responsible for holding monthly meetings with the members of the Communications and Distribution Committees;
- c) The Communications Officer shall, upon termination of office, surrender all books,

seals, and other properties of the Local Union to their successor, upon termination of their term of office, provide a copy of all documents pertaining to their work to the CUPE.

## **SECTION 9 - FEES, DUES, AND ASSESSMENTS**

### **9.1 Initiation Fee**

Each application for membership in the local will be directed to the Financial Officer. As per the Collective Agreements, a one-time initiation fee of ten dollars (\$10.00) shall be deducted automatically from a member's first pay, upon being hired in addition to the monthly dues. If the application is rejected, the fee will be returned.

(Articles B.4.1 and B.8.2)

**9.2** Monthly dues will be 1.90% of a member's gross wage as per the CUPE Constitution.  
(Appendix B.4.3)

**9.3** Changes in the levels of the initiation fees or the monthly dues can be affected only by following the procedure for amendment of these By-laws, (see Section 5.2) and by a two-thirds (2/3) majority vote of members in attendance with the additional provision that the vote must be by secret ballot.

(Article B.4.3)

**9.4** Notwithstanding the above provisions, if at the CUPE convention they raise minimum fees and/or dues above the level herein established, these By-Laws will be deemed to have been automatically amended to conform to the new CUPE minima.

**9.5** Special assessments may be levied by a majority of the members in accordance with the CUPE constitution.

(Article B.4.2)

### **9.6 Re-admittance Fee**

Each application for re-admittance to the local will be directed to the financial officer. As per the CUPE constitution, a re-admittance fee of ten dollars (\$10.00) shall be charged. If the re-admittance application is rejected, the fee will be returned.

(Article B.4.1)

## **SECTION 10 - NON-PAYMENT OF DUES AND ASSESSMENTS**

**10.1** Any member in arrears for a period of three (3) months or more will be automatically suspended and the suspension will be reported to the executive board by the financial officer. The Local Executive will report to the next membership meeting with a recommendation. Any members under suspension wishing to be reinstated will, upon application, pay the re-admittance fee as established from time to time by the executive board, plus any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed or unable to work because of

illness, the member will pay the re- admittance fee but may not be required to pay the arrears.

(Article B.8.6)

## SECTION 11 - NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

### 11.1 Nominations

- a) Nominations will be received at a regularly scheduled membership meeting held in April of an election year. No nomination will be accepted unless the member is in attendance at the meeting or has submitted, in writing, a letter of consent allowing their name to stand for the position (committee member, delegate, or executive position). These will be duly witnessed by a member in good standing.

In an election year there will be a May election meeting.

Election Schedule: Every 3 years.

*(Commencing 2024)*

- President
- Financial Officer
- Membership Officer

*(Commencing 2025)*

- Head Steward
- Recording Secretary
- Vice President Educational and Instructional Assistants
- Vice President Student Supervisors

Election Schedule of Members at Large:

*(Commencing 2024)*

- ESRTW
- Lead Steward Student Supervisor

*(Commencing 2025)*

- Communication
- Health and Safety

*Every Year*

- 3-year trustee

- b) To be eligible for nomination a member shall have attended at least fifty percent

(50%) of the general membership meetings held in the previous twelve (12) months or in the period he was a member if less than a year, unless a valid reason, acceptable to the local, is given for non-attendance by the next membership meeting.

- c) If a member is absent from a regular membership meeting for union business, the member is to be deemed present. It will be the responsibility of the member to inform the executive.

**11.2** At the February meeting the President will, subject to the approval of the members present, appoint an elections committee consisting of a returning officer and assistant(s). The committee will include members of the local who are neither officers nor candidates for office. The committee will have full responsibility for the voting arrangements and will treat information submitted to it in connection with its responsibilities as confidential. The election committee will be comprised of five (5) members.

- a) The Elections Committee needs to be formed prior to proceeding on any and all electoral issues such as:
  - i. Choosing an online voting provider;
  - ii. Promoting the elections;
  - iii. The platform used will be electronic voting. Voting will be managed by a third-party voting platform to ensure the integrity of the vote (using an access code or a personalized link) and guarantee the secrecy of the vote at all times. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary, until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
  - iv. Candidates' flyers, posters, videos etc. are to be approved by and distributed by the Elections Committee;
  - v. Dates and times;
  - vi. Regardless of voting platform, the 'tiling of the doors' should still be in place. Example: only those attending can vote, no additions or exceptions and no abstaining options, if you do not want to vote, don't vote.
  
- b) The Membership officer will prepare an alphabetical list of all members eligible for nomination at the April membership meeting. The list will include members who are eligible as of the February membership meeting and those who will be eligible if they are in attendance at the April membership meeting. The eligibility criteria is established in Section 11.1 b) of our current By-Laws. This list will be provided to the Chairperson of the Elections Committee prior to nominations being received at the April membership meeting.

**11.3** The Local Executive will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the returning officer.

**11.4** The returning officer will be responsible for issuing, collecting, and counting ballots. The returning officer must be fair and impartial and see that all arrangements are unquestionably democratic.

**11.5** All duly elected officers will be installed at the meeting at which elections are held and will continue in office for three (3) years or until a successor has been elected or appointed.

Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in the National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.

(Article B.2.4.)

**11.6** Voting to fill one office will be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.

**11.7** A majority of votes cast will be required before any candidate can be declared elected, and in the event of a tie vote, a second and subsequent ballot(s) will be taken, if necessary, until a candidate receives a majority of votes cast and can be declared elected. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot will be dropped.

**11.8** When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

**11.9** Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down by Section 4.3 Installation

a) All duly elected officers will be installed at the meeting in which elections are held. Installed officers will commence their position on July 1st (first) of that year.

b) The vacating union representative will meet with the incumbent to apprise that person of all information pertaining to their position prior to the end of the month in which the election is held.

**11.10** The terms of office for trustees will be as laid down in the CUPE Constitution.

(Article B.2.4)

**11.11** Should an office fall vacant pursuant to Section 7.7 of these by-laws, or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this section.



## **SECTION 12 - DELEGATES TO CONVENTIONS, CONFERENCES, SEMINARS, AND EDUCATION**

- 12.1** Except for the President's option (Section 8.1) all delegates to conventions and conferences will, whenever possible, be chosen by election at General Membership meetings. To be eligible, members must have attended at least fifty percent (50%) of the General Membership Meetings in the last twelve (12) months or since becoming a member of the Local. If an election is not possible, reasonable notice will be given to the membership. All Intent to Register forms will be considered by the Local Executive. All interested members must complete the Intent to Register appropriate information form available at the General Membership meetings or from the Recording Secretary at the Local Union office.
- 12.2** Representation at educational institutes and seminars will be on the recommendation of the Education Committee, subject to approval by the membership.
- 12.3** It is the members' obligation to notify the Recording Secretary of the Local in writing via email or fax, if they are unable to attend the conference, convention or educational. Notice must be received three (3) days prior to the registration date. Members who do not attend are subject to review by the Local Executive. Reimbursing the Local Union for expenses paid on their behalf may be required.
- 12.4** a) All delegates elected to attend overnight educationals, conferences and conventions outside the geographical area of the Thames Valley District School Board shall receive:
- Per Diem; when meals are not included, as follows:
    - Breakfast (\$25.00); Lunch (\$40.00); Dinner (\$60.00); up to (\$125.00) maximum per day.
  - \$50.00 per day when all meals are provided;
  - Paid accommodations;
  - Paid transportation expenses;
  - Mileage (as per CUPE National Rate) to be paid to the driver only, as per Section 5.8;
  - Additional costs as per Section 5.9;
  - Lost wages as per Section 5.10.

The per diem is to be considered as out-of- pocket legitimate expenses.

- b) All delegates to attend one-day educationals, conferences, and conventions outside the geographical area of the Thames Valley District School Board shall receive:
- Per diem/meal allowance, when a meal is not included, as follows:
    - Breakfast (\$20.00); Lunch (\$30.00); and/or Dinner (\$50.00); up to a maximum of (\$100.00);
  - Per diem of \$50.00, when a meal is included;

- Paid transportation expenses;
- Mileage (as per CUPE National Rate) to be paid to the driver only, as per Section 5.8;
- Additional costs as per Section 5.9;
- Lost wages as per Section 5.10.

The per diem is to be considered as out-of- pocket legitimate.

- c) All delegates to attend educationals, conferences and conventions inside the geographical area of the Thames Valley District School Board shall receive:
- Per diem/meal allowance of (\$75.00), when meals are not included;
  - Per diem of (\$50.00) when a meal is included, or for a half-day;
  - Paid transportation expenses;
  - Mileage (as per CUPE National Rate) to be paid to the driver only, as per Section 5.8;
  - Additional costs as per Section 5.9;
  - Lost wages as per Section 5.10.

The per diem is to be considered as out-of- pocket legitimate expenses.

- 12.5** a) The Local Union will provide members with per diem allowance prior to attending the educational, conference or convention.
- b) Any additional expenses, as per Section 5.9, must be submitted on an expense voucher and must include valid receipts. It should be submitted no later than the 10th of the following month.

- 12.6** All delegates to educationals, conferences, and conventions must submit a written report to the Recording Secretary and the Chairperson of the Education Committee no later than three (3) weeks following attendance at said educational, conference, and convention. Failure to submit a written report will result in the delegate losing the privilege of attending any of the above-named for a period of one (1) year from the date of function.

- 12.7** Except for the President, no member shall be eligible to attend more than one (1) of the following conferences or conventions in one (1) calendar year:
- Ontario Division Annual Convention (OD);
  - National Convention.

This will not apply if, after election of the approved number of delegates, there are still vacancies to be filled.

## **SECTION 13 - COMMITTEES**

### **13.01 Election of Committee Chairperson**

- i. All committees in Section 13 shall elect a chairperson from within each committee by its' members with the exception of the Grievance/Stewards Committee, whereby the Head Steward shall be the chairperson and the Health & Safety Committee, whereby the Health & Safety Officer shall be the chairperson.
- ii. The chairperson of each permanent committee shall be elected at the membership meeting in which the elections are held. The position shall commence July 1st.
- iii. Permanent committee chairpersons shall have a term of 2 years from the date of election.

### **13.02 Duties of a Committee Chairperson**

All chairpersons:

- i. Are accountable to the Local Executive and the membership;
- ii. Shall plan meetings and notify the committee members of the date and time;
- iii. Shall provide a current written report to the Executive, which will also be included in the General Membership Meeting (GMM) package;
- iv. Shall sign all Expense & Mileage Vouchers for members of the committee;
- v. Shall jointly, with the President, appoint other members to serve on the committee;
- vi. Shall act as a facilitator representing the will of the committee;
- vii. Shall deliver all books and records of the committee to the new chairperson or the Local Executive.

### **13.03 Role of Committee Members**

Members of each committee shall be made aware of and commit to the following:

- i. Participate fully at and between meetings;
- ii. Attend meetings, (both committee and regular membership) on a regular basis;
- iii. Share expertise and information;
- iv. Maintain confidentiality;
- v. Help to build capacity within the Local.

Should any member of a committee fail to attend three (3) committee meetings or three (3) regular membership meetings without submitted good and sufficient cause, the position shall be declared vacant and the position will be filled in accordance with the Local's By-laws. Circumstances shall be evaluated on an individual basis by the Local Executive.

### **Ad-hoc Committees**

An Ad-Hoc Committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting or may be appointed by the President. Two members of the Local Executive may sit on any special committee as ex-officio members. Examples of an Ad-hoc committee include: Bargaining Support Committee, Communications Committee, Strike Averting Committee, etc.

### **Negotiating Committee**

This will be an Ad-Hoc Committee established at least twelve (12) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when new Collective Agreements have been signed, ratified and finalized. The function of the committee is to prepare collective bargaining and to negotiate Collective Agreements with the Employer. All members of the Local 7575's negotiating committee shall attend CUPE's Collective Bargaining Educational.

This Committee will be comprised of the President, Unit Vice-President(s), Head Steward and two (2) other members to be elected from the floor. Two (2) alternates will be elected at this time, to work with the Negotiating Committee and to sit with management in the absence of a designated committee member.

The CUPE National Representative assigned to the Local will be a nonvoting member of the committee and will be consulted at all stages from formulating proposals, through negotiations, to ratification by the membership.

The Negotiating Committee will be responsible for ensuring distribution of ratification documents to the membership at the ratification meeting. (Note: Every possible attempt will be made to ensure that the document will be provided to the members by the Negotiating Committee prior to the date of the ratification meeting.)

### **Standing Committees**

Members of standing committees shall be elected at a membership meeting or may be appointed by the President. One member of the Local Executive shall sit on any standing committee as an ex-officio member.

### **Stewards/Grievance Committee**

The Steward/Grievance Committee will be comprised of up to ten (10) stewards.

The function of this committee is to strive to settle disputes in a way that is acceptable to those affected and does not leave other members vulnerable or create a precedent that could harm others in the future.

Under the direction of the Head Steward, the Stewards will:

- Educate members on the Collective Agreement, the union's role in the workplace and other important issues;
- Act as a mediator when members are in conflict with each other;
- In the case of disciplinary situations, ensure that the employer is using fair process and that it
- doesn't violate the Collective Agreement;
- Ensure effective communication, including monthly grievance reports, between the members,
- and the Local Executive and the Local's National Representative;
- Help the Local effectively lobby on behalf of the members;
- Oversee the handling of all Local grievances (e.g. investigate, write and file).

When a grievance is not settled in the initial steps provided for in the collective agreement, this committee shall decide whether or not the grievance should proceed to arbitration and submit the recommendation to the Local Executive for their final decision.

### **Joint Job Evaluation Committee**

The committee will be comprised of up to four (4) members. Their function is to jointly maintain the job evaluation plan and rate jobs as required.

- The committee shall work under the Joint Job Evaluation Terms of Reference for the Local to maintain the Pay Equity Plan.
- The chairperson will sit on the Joint Steering Committee.

### **Education Committee**

This committee will be comprised of up to five (5) members.

The function of this committee is to:

- i. Gather information about appropriate educational courses and submit, as a written report, to the Local Executive and to the membership on a regular basis;
- ii. Assist members in the preparation of educational summary reports to the membership and maintain a file of these reports;
- iii. Cooperate with the National Union Development Department and Communications Branch of CUPE, and with the regional education representative, in implementing both the Local Union's and CUPE's policies in these fields.

The chairperson will work together with the Recording Secretary of the Local to send a letter of confirmation to members registered for education. The letter of confirmation will include the following:

- Name of Educational
- Location, date(s) & time(s)

- Cost of registration
- Amount of per diem
- And any other pertinent information.

As well, it will remind members of the required educational summary report due upon completion of the education.

### **Health & Safety Committee**

This committee will be comprised of four (4) members. Members elected into this committee will be required to take Health and Safety training. The function of this committee is to police the *Occupational Health & Safety Act* as defined by the Ministry of Labour.

The members of this committee will:

- i. Work to educate members on the importance of workplace health and safety;
- ii. Recognize the April 28th Day of Mourning each year;
- iii. Ensure that the Joint Health & Safety Committee meets separately from the employer to prepare for meetings;
- iv. Promote safe work procedures and environments to prevent illness and injury as a result of workplace conditions;
- v. Immediately bring to the attention of the employer any workplace hazard that has the potential to cause risk;
- vi. Work to eliminate all workplace hazards.

### **Benefits Committee (W.S.I.B., Long Term Disability (LTD)\*, Return to Work Program (RTW)/EFAP SUB COMMITTEE)**

*\*Note:* As the LTD plan is owned by the Local, the appointed Trustees will operate on behalf of the membership at an 'arms' length from the Local.

This committee will be comprised of four (4) members. The President will sit as ex-officio. The WSIB and RTW committee members will sit on the joint Early and Safe Return To Work Committee (ESRTW).

The **EFAP subcommittee** will be comprised of four (4) members. Members elected into this committee will be required to take the EAP training course as soon as it is available.

The function of this committee is to respond to the employee assistance needs of the members of this Local in a sensitive and confidential manner.

The members of this committee will:

- i. Provide members with knowledge about existing community services and keep updated of these existing services;

- ii. Provide a resource where members can choose to safely and confidentially explain a problem that they may be facing;
- iii. Act as a link or bridge for members with the appropriate services that they require;
- iv. Determine that referrals are appropriate, ensure that the service meets the needs of the member and that there are support systems in place, (if necessary), once the member returns to their job;
- v. Generate and maintain contacts with the community service agencies on behalf of the Local;
- vi. Work with the Local, as required, to identify common issues and ways in which the Local might address them.

### **Labour Management Committee**

This committee will be comprised of the President, Unit Vice-President(s), the Head Steward, the Recording Secretary and two (2) Stewards.

The function of this committee will be to meet with the employer to discuss and resolve workplace matters.

### **All Affiliates Committee**

Up to five (5) delegate(s) will be elected from the members at-large.

The function of this committee will be to represent this Local at any and all affiliated organization events. The number of affiliates attending each council will be defined by the Constitution and By-laws of that Council.

### **By-laws Committee**

This committee will have up to five (5) members. The function of this committee is to ensure that the Local's By-laws are written in clear language and make certain that the clear language does not change the intent or meaning of the By-laws.

This committee will:

- i. Review the By-laws annually and make recommendations to the Local Executive on proposed amendments;
- ii. Review any proposed amendments received from the Local Executive or the membership of the Local to ensure that the amendments will conform to the remainder of the By-Laws and the CUPE National Constitution.

The chairperson will work together with the Recording Secretary of the Local to:

- i. Prepare and send a Notice of Motion for By-Law amendments;
- ii. Prepare and present By-Law amendments at a General Membership Meeting;
- iii. Send a copy of all proposed By-Law amendments that have been approved by the

- membership to CUPE National for approval;
- iv. Keep records of all approved changes and any further recommendations from CUPE National.

### **Political Action/Social Committee**

The committee shall be comprised of twelve (12) members. The president and financial officer will sit on this committee as ex-officio.

This committee will:

- i. Help build capacity within the Local;
- ii. Help build involvement in all plans of actions that the Local supports;
- iii. Implement action plans for the Local.;
- iv. Provide advice on effective lobbying and mobilization on Municipal, Provincial, and Federal political issues;
- v. Monitor all Human Right issues such as; status of women, visible minorities, workers with physical disabilities, sexual orientation, etc.;
- vi. Gather and report relevant issues occurring in other Locals, at CUPE Ontario and/or at CUPE National;
- vii. Submit reports and proposals to the Local Executive and to the membership on a regular basis.
- viii. The committee shall arrange and conduct social, cultural and recreational activities.

### **Professional Development Committee**

This committee will be comprised of up to seven (7) members. The President will sit as ex-officio. The function of this joint committee is to provide input and coordinate professional development for the membership.

## **SECTION 14 - RULES OF ORDER**

- 14.1 All meetings of CUPE 7575 will be conducted in accordance with the basic principles of Canadian Parliamentary Procedure. Some of the more important rules, to ensure free and fair debates, are appended to these By-Laws as Appendix A. These rules will be considered as an integral part of the By- Laws and may be amended only by the same procedure used to amend the By-Laws.
- 14.2 In situations not covered by Appendix A, The CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.



## **SECTION 15 - AMENDMENT**

**15.1** These By-Laws are always subordinate to the CUPE Constitution (including its Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these By- laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(Article 9.2 (c), 12.3 and B.5.1)

**15.2** These By-Laws will not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven (7) days' notice at a previous meeting or at least sixty (60) days written notice.

**15.3** No change in these By-Laws will be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval from the National President.

(Article 12.3 and B.5.1)

## APPENDIX A - RULES AND ORDER OF BUSINESS

The rules and order of business governing conventions shall be:

1. The President, or Vice-President, in the absence of, or at the request of the President, will take the chair at the time specified, at all regular and special conventions. In the absence of both, the President or their designated representative, a chairperson will be chosen by the executive board.
2. No question of a sectarian character will be discussed.
3. When a delegate wishes to speak they will proceed to one of the microphones provided for that purpose. When recognized by the chairperson, the delegate will give their name and the organization being represented and will confine all remarks to the questions at issue.
4. Speeches will be limited to three (3) minutes except in moving a motion, then a delegate will be allowed five (5) minutes.
5. A delegate will not speak more than once upon a subject until all who wish to speak have had an opportunity to do so.
6. A delegate will not interrupt another except to call a point of order.
7. If a delegate be called to order, the delegate will, at the request of the chairperson, be seated until the question of order has been decided.
8. Should a delegate persist in unparliamentarily conduct, the chairperson will be compelled to name the delegate and submit their conduct to the judgement of the convention. In such cases the delegate whose conduct is in question should explain and then withdraw, and the convention will determine what course to pursue.
9. When a question is put, the chairperson, after announcing the question, will ask: "Are you ready for the question?" If no delegate wishes to speak, the question will be put.
10. Questions may be decided by a show of hands or a standing vote on the basis of one vote per delegate. A roll call vote may be demanded by two-thirds (2/3) of the delegates present. In a roll call vote each delegate will be entitled to one vote.
11. Two (2) delegates may appeal the decision of the chair. The chairperson will then put the question thus: "Shall the decision of the chair be sustained?" The question will not be debated except that the chairperson may make an explanation of the decision taken.
12. The chairperson will have the same rights as other delegates to vote on any question. In case of a tie vote, the chairperson will cast the deciding vote.

13. When the previous question is moved, no discussion or amendment to either motion is permitted. If the majority vote that "the question be now put", the original motion has to be put without debate. If the motion to put the question is defeated, discussion will continue on the original motion.
14. Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of committees are not subject to amendment except such as is acceptable to the committee, but a motion to refer back to the committee for reconsideration will be in order.
15. A delegate will not move a motion to refer back after having spoken on the question at issue.
16. A motion to refer back is not debatable and, when properly seconded, the question will be immediately put to the convention.
17. If the report of a committee is adopted, it becomes the decision of the convention. If defeated it may be referred back to the committee for reconsideration.
18. When a question is pending before the convention, no motion will be in order except: a) to refer; b) to adjourn; c) for the previous question, to postpone for a definite time. If any of the foregoing motions is negated, it cannot be renewed until after an intermediate proceeding.
19. A motion may be reconsidered provided the mover of the motion to reconsider voted with the majority, and notice of motion is given for consideration at the next sitting, and said notice of motion is supported by two-thirds (2/3) of the delegates qualified to vote.
20. The National Executive Board is empowered to establish the hours of Convention.
21. In all matters not regulated by these rules of order, Bourinot's Rules of Order will govern.

## APPENDIX B - PROTOCOL FOR BENEVOLENT

Upon notification, the Local Union office will recognize CUPE 7575 members as follows:

Marriage of a member:	Card
Birth or adoption of a child:	Card
Illness or sick leave over fifteen (15) days:	Card
Death of a member: <i>(The member's name also to be engraved on an apple and placed on the Local's memory tree.)</i>	100.00 memorial donation *
Death of a member of the immediate family: (Parents, siblings, spouse or partner, child, grandchild)	Memorial Donation of \$50.00*
Death of a Grandparent, Father/Mother/Brother/Sister (in-law):	Card

*\*Memorial donations will be made to organizations of the family's choice.*

## APPENDIX C - POST-SECONDARY BURSARY AWARD CRITERIA

1. The person applying (*applicant*) is a child of a member of CUPE Local 7575.
2. The applicant must be eligible for post-secondary education.
3. The Local 7575 member accepts responsibility to ensure that the applicant is applying to post-secondary education in their graduation year.
4. Applications are accessible on the Local's website and from the Local's union office.
5. Applicants must submit a presentation, in the form of an essay, poster, or audio video clip on "The Importance of Union History."
6. Applications must be received by the Local Union office on or before May 1st of the current school year, **with no exceptions**.

Completed applications are to be submitted directly to:

### **CUPE LOCAL 7575**

***Attention: Bylaws Committee***

**1093 Brydges St, London, ON N5W 2B5**

7. Confirmation will be emailed to the member upon receipt of the completed application.
8. A bursary in the amount of \$500.00 each school year will be awarded up to a total of 5 selected applicants. In the event that there are more than 5 applicants in the same year, the Bylaws Committee reserves the right to make the final selections.
9. Only 1 application per child will be accepted.
10. Presentations must be submitted together with the completed Application (pg 2) and must be signed by both the Applicant and the CUPE 7575 member, along with the consent portion (*I Agree/I do not wish....*).

## APPENDIX C - POST-SECONDARY BURSARY AWARD APPLICATION FORM

Applicants are required to complete the form below and submit it, along with the presentation directly to the Bylaws Committee. The entire package must be **received no later than May 1st** of the Applicant's graduating year. Please print all information clearly.

Local 7575 Member's Name:			
Current Work Location:		Employee #:	
Home Address:			Apt./Unit #:
City:		Postal Code:	
Contact Number:		Email:	
Applicant's Name:			
Relation to Member:			
Current School:		School Board:	
Type of Presentation:			Attached:
<b>Post-Secondary Education Plan</b>			
Name of School Applied to:		Program:	
Name of School Applied to:		Program:	
Name of School Applied to:		Program:	

### Applicant Consent Form

By checking off the "I Agree" box, I give permission for CUPE Local 7575 and/or Thames Valley District School Board to publicly recognize my achievement as a recipient of this award. I understand that recognition may be celebrated in the format of newsletters, yearbooks, newspapers (media), CUPE 7575/TVDSB websites and special recognition events. I further understand that by not agreeing to public recognition it will not prejudice the consideration of my application for the Post-Secondary Bursary Award. ***Please check one and sign below.***

**I Agree**       **I Do Not Wish to Be Publicly Recognized**

Signature of Applicant	Date	Signature of CUPE 7575 Member	Date

## APPENDIX D – CODE OF CONDUCT

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

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

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 7575, or any other CUPE chartered body. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

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

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

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating.
- Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.
4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.
7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding officer shall consult the National President.

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

This Code of Conduct does not replace a member's right to access the trial provisions under Appendix F of the CUPE National Constitution.