

BY-LAWS

CUPE LOCAL 7800

*Revised and approved by the membership on 2024-01-17
Approved by CUPE National on 2025-01-17*

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TABLE OF CONTENTS

PREAMBLE.....	3
COMPOSITION.....	3
PRINCIPLES AND OBJECTIVES.....	4
INTERPRETATIONS AND DEFINITIONS.....	4
ORGANIZATION AND POWERS OF ADMINISTRATION	5
AFFILIATIONS	5
MEMBERSHIP MEETINGS.....	6
RULES OF ORDER.....	7
SPECIAL GENERAL MEMBERSHIP MEETINGS	10
UNIT MEMBERSHIP MEETINGS.....	10
EXECUTIVE BOARD STRUCTURE.....	11
DUTIES OF EXECUTIVE BOARD.....	12
DUTIES OF THE PRESIDENT.....	13
DUTIES OF THE VICE-PRESIDENT	14
DUTIES OF THE RECORDING SECRETARY	15
DUTIES OF THE SECRETARY TREASURER.....	16
DUTIES OF GRIEVANCE CHAIR	18
DUTIES OF SITE CHAIR.....	19
DUTIES OF UNION STEWARD.....	20
DUTIES OF THE TRUSTEES	21
DUTIES OF THE SERGEANT-AT-ARMS	22
NOMINATION PROCEDURE	23
ELECTION OF OFFICERS AND TRUSTEES.....	24
ELECTION PROCEDURES FOR EXECUTIVE OFFICERS, DUES SECRETARY AND SERGEANT-AT-ARMS	25
INSTALLATION OF OFFICERS	26
BY-ELECTIONS	27
DELEGATES TO CONVENTIONS, & CONFERENCES	27
COMMITTEES	28
RATIFICATION VOTING PROCEDURE	31
STRIKE VOTES.....	32
RETIRED MEMBERS ASSOCIATION	33
AMENDMENTS TO THE BY-LAWS.....	33
DISSOLUTION.....	34
FEES, UNION DUES AND ASSESSMENTS	34
VOTING OF FUNDS.....	35
OUT OF POCKET EXPENSES.....	35
Appendix A	38
Appendix B.....	40
Appendix C.....	41
Appendix D	42
Appendix E.....	44
Appendix F	47

PREAMBLE

In order to improve the social and economic welfare of all members and retirees without regard to sex, 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**) has been formed.

The following Bylaws are adopted by Local 7800 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

SECTION 1

COMPOSITION

- 1) The name of this organization shall be called Local 7800 of the Canadian Union of Public Employees.
- 2) The composite locals will be made up of the following bargaining units:
 1. Service, Hamilton Health Sciences
 2. Trades, Hamilton Health Sciences
 3. As other bargaining units are organized, merged or amalgamated, each shall be considered listed herein, as approved by the membership in the appropriate manner.

SECTION 2

PRINCIPLES AND OBJECTIVES

The objectives of Local 7800 are to:

- 2.1) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members.
- 2.2) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
- 2.3) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers.
- 2.4) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears.
- 2.5) Establish strong working relationship with the public we serve and the communities in which we work and live.
- 2.6) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3

INTERPRETATIONS AND DEFINITIONS

- 3.1) Masculine pronouns shall be understood to be Gender neutral.
- 3.2) Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the Present Constitution which should be read in conjunction with these by-laws.

SECTION 4

ORGANIZATION AND POWERS OF ADMINISTRATION

- 4.1) The highest legislative and policy-forming body shall be the General Membership Meeting.
- 4.2) Between the General Membership Meetings, the highest authority shall be the Executive Board. Executive Board decisions shall be reported to the General Membership.

SECTION 5

AFFILIATIONS

- 5.1) The Local shall be affiliated to the following:
- Ontario Council of Hospital Unions
 - CUPE Ontario Division
 - Hamilton District Labour Council
 - Hamilton & District CUPE Council
 - Ontario Federation of Labour
 - Canadian Labour Congress
- 5.2) Upon recommendation of the Treasurer and with reference to a substantial Local debt, the Executive Board and the membership has the authority to suspend affiliation with any or all groups identified in 5.1. Re-affiliation will commence by the Executive Board and membership approval.

SECTION 6

MEMBERSHIP MEETINGS

6.1) Order of Business:

- Call to order
- Land Acknowledgement
- Minute of Silence for Workers Killed on the Job
- Equality Statement
- Roll Call of Officers
- Voting on new members and initiation
- Reading of the Minutes
- Business Arising from the Minutes
- Correspondence Received
- Executive Recommendations
- Reading and approval of Secretary Treasurer's Report
- Reports of Officers
- Reports of Committees and Delegates
- Nominations and Elections
- Unfinished Business
- New Business
- Good and Welfare
- Adjournment

6.2) There will be twelve (12) monthly General Membership Meetings, these meetings will be held on the 2nd Tuesday of the month, from 7:00 pm – 9:00pm.

6.3) A quorum for the transaction of business at any regular membership meeting shall consist of at least (25) members in good standing, including at least (5) members of the duly elected Executive Officers. Quorum must be maintained to continue the meeting.

6.4) All issues shall be decided by a majority vote except where 2/3 majority is required. A secret ballot shall be held at the request of a member, provided that a majority of the members present agree.

6.5) The regular order of business shall only be suspended after the roll call of officers and for good and specific reasons. Such suspension must be supported by a simple majority of members present.

- 6.6) Members will be notified of Meetings by posting on workplace notice boards and social media seven (7) days in advance.
- 6.7) Monthly Unit Meetings may be scheduled.

SECTION 7

RULES OF ORDER

- 7.1) The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the President's delegate shall act as President, and in his absence a President pro-tem shall be chosen by the existing executive.
- 7.2) No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
- 7.3) The President shall state every question coming before the local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the local ready for the question?" Should no member rise to speak, the question shall then be put.
- 7.4) A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
- 7.5) A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
- 7.6) On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
- 7.7) All resolutions and motions other than those named in Rule 17, or those

to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the local.

- 7.8) At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit it.
- 7.9) Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
- 7.10) When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.
- 7.11) When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- 7.12) Every member, while speaking shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the local or member thereof.
- 7.13) If a member, while speaking, is called to order, he shall cease speaking until the point is determined; if it is decided he is in order, he may again proceed.
- 7.14) No religious discussion shall be permitted.
- 7.15) The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the local, or to introduce a new question.
- 7.16) The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may in addition give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
- 7.17) When a motion is before the local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.

- 7.18) A motion for the previous question, when regularly moved and seconded, shall be put in the form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority, if an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the local.
- 7.19) A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
- 7.20) A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the local, until fifteen minutes have elapsed.
- 7.21) After the presiding officer declares the vote on a question, and before the local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
- 7.22) If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
- 7.23) After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
- 7.24) No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
- 7.25) Rules of debate and parliamentary procedure, as defined in the CUPE booklet, Parliamentary Procedure, and Bourinot's Rules of Order, shall govern debate, except as herein otherwise noted.
- 7.26) The local's business, and proceedings of meetings, are not to be

divulged to any persons outside the Local or the Canadian Union of Public Employees.

SECTION 8

SPECIAL GENERAL MEMBERSHIP MEETINGS

- 8.1) Special General Membership Meetings may be called at any time by the Executive Board, or by a petition signed by twenty-five (25) members. Forty-eight (48) hours' notice must be given to members affected by posting a notice in the workplace and on social media. The posting must include the purpose of the meeting.
- 8.2) Reasons for calling a Special General Membership Meeting, and the members to be notified, shall be submitted, in writing, to the Recording Secretary, as well as a copy to be submitted to the Local office.
- 8.3) No policy decisions shall be taken at Special General Membership Meetings if it is outside the scope of the purpose for which the meeting was called.
- 8.4) A quorum for Special Membership Meetings shall be twenty (20) members, including five (5) Executive. The transaction of business at a Special General Membership Meeting is restricted to business to the purpose of the meeting.

SECTION 9

UNIT MEMBERSHIP MEETINGS

- 9.1) Unit Meetings may be called by the Grievance Chair and/or the President. The Vice-President is the Chair of the Unit Meeting.
- 9.2) A Unit Meeting may be called by the members of the unit provided a petition, signed by twenty-five (25) members of that unit or 66% of the units' members, is submitted to the Recording Secretary.

- 9.3) Forty-eight (48) hours' notice of the meeting must be given to members affected by posting a notice in the workplace and on social media. The posting of the meeting must include the purpose of the meeting.
- 9.4) Reasons for calling a Unit Meeting shall be submitted, in writing, to the Recording Secretary.
- 9.5) No policy decisions shall be taken at Unit Meetings if it is outside the scope of the purpose for which the meeting was called. Unit meetings cannot pass motions that bind the Local Union unless said motion is subsequently ratified by the General Membership Meeting.
- 9.6) A quorum for Unit Meetings shall be ten percent (10%) of the members of the unit, or twenty (20) members, whichever is less.

SECTION 10

EXECUTIVE BOARD STRUCTURE

10.1) The Executive Board for Local 7800 shall be:

- President
- Vice President
- Secretary-Treasurer
- Recording Secretary
- 2 Site Chairs: McMaster (1 Service & 1 Trade, Service Chair Supports West End Clinic, Trades Chair Supports West Lincoln Memorial Hospital Trades)
- 2 Site Chairs: General Hospital (1 Service to support Ron Joyce, David Braley and Wellington St. & 1 Trade, Trades Chair Supports St. Peter's Hospital Trades)
- 2 Site Chairs: Juravinski Hospital & JCC (1 Service to support Criticall, Stone Church Family Health & 1 Trade)
- 1 Service Site Chair: St. Peter's Hospital and West Lincoln Memorial Hospital, Satellite Health Facility, King Str West (Service)

10.2) Any position requiring union paid leave of absence shall be granted in accordance with the Executive Board approval, Section 36.a)

SECTION 11

DUTIES OF EXECUTIVE BOARD

- 11.1) A quorum of the Executive Board shall be six (6) members of the Executive Board, one of whom shall be the chair.
- 11.2) The Executive Board shall make recommendations to the General Membership Meeting with regard to communications, committee reports, and on all matters affecting the Local.
- 11.3) The Executive Board shall meet at least once per month.
- 11.4) In the event that an Executive Board member is absent from three consecutive meetings of the Executive Board and/or General Membership, without good and sufficient cause, such office shall be declared vacant by the Executive Board.
- 11.5) Any member holding office, or position in the Union, upon accepting Management duties with the employer, shall be deemed to have immediately resigned from such union office or position for the duration of the term. The vacant position shall be filled in compliance with Article B.2.3. of the CUPE Constitution.
- 11.6) The Executive Board shall hold a meeting as soon as practicable where a Membership Meeting has been designated and where there is no quorum. The board shall deal with the business that should normally have been dealt with at the Membership Meeting if there had been a quorum to conduct business. The minutes of this meeting will be read and presented for adoption at the next Membership Meeting.
- 11.7) Executive Board members may not hold more than one elected position on the Executive Board.
- 11.8) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it

approved.

- 11.9) Executive Board members and Trustees shall sign the Confidentiality Agreement at the time of being sworn into office. (See Appendix C)

SECTION 12

DUTIES OF THE PRESIDENT

- 12.1) The President shall function as the Chief Executive Officer of the Local and shall exercise supervision over affairs of the Local.
- 12.2) The President shall be signatory to all official documents, shall be a co-signatory for all orders on the Treasury, and shall be bondable.
- 12.3) The President, or the President's designate, shall be the official spokesperson for the Local with the media.
- 12.4) The President shall have the authority to interpret these By-Laws. Their interpretation shall be fair and will ensure the intent and objectives of the By-Laws, subject to the National Constitution.
- 12.5) The President shall be responsible for the administration of the Local's office.
- 12.6) The Office of President shall be a full-time Union position. Compensation for such position shall be at the highest wage grade in any of the bargaining units, plus associated benefits, calculated at a full-time wage.
- 12.7) The President shall open and preside at General Membership Meetings, Special Membership Meetings and Executive Board Meetings. The President shall see that officers and members perform their respective duties, preserve order, follow the correct order of business and decide all rules of order, subject to appeal to the Membership.
- 12.8) The President has the right to vote on matters before the Executive Board and/or Membership Meetings. In the event of a tied vote, the President shall have the right to cast a tie breaking vote.

- 12.9) The President shall have the right to call special meetings of the Executive Board.
- 12.10)
- a) The President will be a member of all regular and/or special committees of the Local.
 - b) The President may appoint all committees not constitutionally provided for and shall appoint an interim officer or standing committee member in the case of a vacancy until such vacancy can be filled by election.
- 12.11) The President, or designate, shall be the Chairperson of the Negotiating Committee of each bargaining unit.
- 12.12) The President shall be responsible for ensuring actions adopted by the Executive or Membership are carried out by the appropriate officers of the Local.
- 12.13) The President, or designate, shall be a constitutional delegate to all conventions and conferences.
- 12.14) At the termination of his/her office, the President shall surrender to his/her successor all books, papers, seals, documents and other property of the Local.

SECTION 13

DUTIES OF THE VICE-PRESIDENT

- 13.1) The Vice-President shall be responsible for the co-ordination of issues between all bargaining units of the Local.
- 13.2) The Vice-President shall, in the absence of the President, fulfill the duties of the office of President. The Vice-President will be compensated in the same manner as the President during this absence of the President.

- 13.3) The Vice-President shall be a co-signatory on the Treasury and shall be bondable.
- 13.4) The Vice-President, or designate, shall attend all Unit Meetings of the units for the Local.
- 13.5) The Vice-President, or designate, shall report to the Local on the functions and activities of all Committees under their responsibility.
- 13.6) The office of Vice-President shall be a full-time union position. Compensation for such position will be the second highest wage grade in any of the bargaining units, plus associated benefits, calculated at a full-time wage.
- 13.7) At the termination of their office, the Vice-President shall surrender to their successor all books, seals, documents and other property of the Local.

SECTION 14

DUTIES OF THE RECORDING SECRETARY

- 14.1) The Recording Secretary shall keep a correct, full, and impartial record of the proceedings of each meeting of the Local and the Executive Board, such records shall include a copy of the full financial report as presented by the Local's Treasurer.
- 14.2) The Recording Secretary, or designate, shall be bondable.
- 14.3) The Recording Secretary shall receive all communications to the Local, shall send out all communications from the Local, and shall maintain a correspondence log. The Recording Secretary shall forward all correspondence to the appropriate committees.
- 14.4) The Recording Secretary, or designate, shall administer all circulars and notices for issuance to the members and pass some on to the Membership in sufficient time to permit their attendance.
- 14.5) The Recording Secretary shall keep all notices of motions and

amendments to the Constitution or otherwise and shall have a master copy of the Constitution and By-Laws on file.

- 14.6) The Recording Secretary shall be responsible for keeping all records of the Local for not less than seven years, including meeting minutes, correspondence, and other records.
- 14.7) The Recording Secretary shall arrange for the booking of halls and rooms for meetings as directed and/or approved by the Executive Board or Membership.
- 14.8) The Recording Secretary shall be granted union leave to complete the Recording Secretary's duties for two days per month. Additional leave may be approved, as per Section 36.a)
- 14.9) The Recording Secretary shall confirm eligibility of candidates for office or conventions in accordance with the By-Laws.
- 14.10) Upon election to the position, be registered for the CUPE Recording-Secretary training course at the earliest convenience to properly fulfill the responsibilities and ensure the records of the Local are properly prepare and maintained.
- 14.11) At the termination of his/her office, the Recording Secretary shall surrender to his/her successor, all books, papers, seals, documents and other property of the Local.
- 14.12) The Recording Secretary shall be compensated for any shift/weekend premiums they would have received had they not been booked off to perform the duties of Recording Secretary.

SECTION 15

DUTIES OF THE SECRETARY TREASURER

- 15.1) The Secretary Treasurer shall keep all financial accounts of the Local and shall maintain correct and proper count of its members and make full financial reports at all Executive Board meetings and written financial reports to each General Membership meeting as required by Articles B.3.6, B.3.7 and B.3.8 of the CUPE Constitution.
- 15.2) The Secretary Treasurer shall, on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices, and/or vouchers for every disbursement made, receipts for all money

sent to CUPE National Office as well as records and supporting documents for all income received by the Local Union.

15.3) The Secretary Treasurer shall receive all dues and assessments from the members of the Local in such financial institutions as the Executive may direct.

15.4) The Secretary Treasurer shall make all disbursements for the Local as provided for in Article B.4.4 of the Constitution of the Canadian Union of Public Employees.

- Prepare all CUPE National per capita
- Make all books available
- Pay all affiliates fees

15.5) The Secretary Treasurer shall deposit all cash and cheques as necessary and maintain duplicate records of all deposits.

15.6) The Secretary Treasurer shall have financial reports available at monthly Executive Board meetings and shall have the books audited at least semi-annually by the Trustees, and audited annually by a certified forensic accountant who is specialized in unions. This report shall be presented to the Membership. Completion of the annual audit by a certified forensic accountant or certified accounting firm shall not relieve the Trustees of their ongoing obligation to exercise general supervision over the property of the Local Union, as required by the provisions of Article B.3.13 of the CUPE Constitution.

15.7) The Secretary Treasurer shall keep all receipts on file.

15.8) The Secretary Treasurer shall be bonded and shall make application for bonding on behalf of each officer of the Local as required by these By-Laws. Such application shall be made within 30 days of election to a position and be at the appropriate level in accordance with the CUPE Constitution. The Secretary Treasurer shall immediately notify the President of any officer(s) not eligible for bonding, as steps shall be taken to ensure said officer(s) is disqualified from office.

15.9) The Secretary Treasurer shall be granted union paid leave to complete the duties for two (2) days per month. Additional leave may be

approved as per Section 36.a).

- 15.10) Within six (6) months of election to office if practicable, the Secretary Treasurer shall be required to complete an appropriate Secretary Treasurer training course, as well as training in the operations of any accounting software.
- 15.11) No files, records, funds or books are to be removed from the Local office, unless authorized by the President of Local 7800 for an outside audit.
- 15.12) At the end of his/her of office, the Secretary Treasurer shall turn over to his/her successor all properties and assets, including funds, books and records, belonging to the Local.
- 15.13) The Secretary-Treasurer shall be compensated for any shift/weekend premiums they would have received had they not been booked off to perform the duties of Recording Secretary.

SECTION 16

DUTIES OF GRIEVANCE CHAIR

- 16.1) Each Grievance Chair must be employed within the bargaining unit for which they preside and be a member of the Grievance Committee of their respective bargaining unit.
- 16.2) The Grievance Chair is selected from within their respective Grievance Committee.
- 16.3) Each Grievance Chair shall preside at all meetings related to their specific bargaining unit; and in conjunction with the President, transact such other business as may pertain to their bargaining unit. They shall be an Ex-officio member of all the Unit's committees. They are to be notified of any committee meetings being held within their bargaining unit.
- 16.4) Each bargaining unit shall have the following structure: Grievance Chair, Site Chair, and Stewards as required.

- 16.5) The Grievance Chair is the Chair for his/her respective bargaining unit Grievance Committee and Chair of his/her bargaining unit Negotiations Committee, as well as Chair for the mediation process and meetings.

SECTION 17

DUTIES OF SITE CHAIR

- 17.1) Site Chairs must be employed within the bargaining unit and at the site for which they preside.
- 17.2) Site Chairs shall attend all meetings related to their specific bargaining unit/site; and in conjunction with the President, transact such other business as may pertain to their office which may be necessary for the proper function of their bargaining unit.
- 17.3) Site Chairs shall be a member of the Grievance Committee, Negotiation Committee, and any other committee that pertains to their respective bargaining unit.
- 17.4) Introduction to Stewarding is to be completed within three (3) months of election, if practicable, to represent the members of their respective bargaining units.
- 17.5) To participate in any further education, as required, to represent the members of this Local.
- 17.6) The Site Chair will be compensated for any shift or weekend premiums that they would have received had they not been booked as union business to perform duties of their position.
- 17.7) The Site Chair will be compensated with an honorarium of Two Thousand Dollars (\$2,000) to be paid quarterly.

SECTION 18

DUTIES OF A UNION STEWARD

- 18.1)
- a) The Local shall post, at least once a year, a notice to attract Union Stewards.
 - b) The Local shall send notice to all Union Stewards, at least once a year, of its requirement for the member to reaffirm their interest in remaining a Union Steward.
- 18.2) By presentation to the President of Local 7800, of twenty (20) signatures, or 50% of the Department's members, whichever is less, this said person must have probation period/hours completed at the time of presenting of the signatures. In the event where a Collective Agreement restricts the number of stewards, there shall be a run off vote in the respective department.
- 18.3) Within (3) months, if practicable, of presentation of signatures presented to the President of the Local, the member shall be required to complete Introduction to Stewarding before being able to represent members of their respective bargaining unit. Where a Steward fails to do so, their stewardship will be removed until the course is completed.
- 18.4) The Steward shall act as the Union's representative, may represent any member in their respective bargaining unit at the workplace and shall ensure that grievances are filed if the employer fails to comply with the terms of the Collective Agreement.
- 18.5) The Steward shall report on all grievances to the Site Chair as well as investigate such grievances, providing documentation to the Site Chair
- 18.6) The Steward shall attend monthly Stewards Meetings, and General Membership Meetings.
- 18.7) In the event that a Union Steward is absent from three (3) consecutive meetings of the Stewards and/or General Membership, unless you have reported your absence to the Local's office prior to the meeting, such position shall be declared vacant by the President of the Local.
- 18.8) Upon accepting duties which take them out of the scope of Local 7800 Collective Agreements, be deemed to have immediately resigned from

such union office or position for the duration of the term.

- 18.9) The Steward is required to sign the Confidentiality Agreement.
(See Appendix C)

SECTION 19

DUTIES OF THE TRUSTEES

- 19.1) The Trustees shall act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary Treasurer twice a year and the Recording Secretary and the Standing Committees at least once every calendar year.
- 19.2) The Trustees shall submit in writing to the President and Secretary Treasurer of this said Local, 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.
- 19.3) The Trustees shall make a written report of their findings to the first Membership meeting following the completion of each audit.
- 19.4) The Trustees shall be responsible to ensure that all monies are not paid out without proper constitutional or membership authorization.
- 19.5) The Trustees shall audit the record of attendance.
- 19.6) The Trustees shall inspect, at least once a year, any stocks, bonds, securities, office equipment and furniture, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership.
- 19.7) The Trustees shall send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union Membership, along with a copy of their recommendations and/or concerns to the President and Secretary Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

- 19.8) Where a Local Union hires the services of a qualified accountant or accounting firm, the auditing of the Local Union's books and financial records shall be done in accordance with Article B.3.13 of the Constitution.
- 19.9) No files, records, funds or books are to be removed from the Local Office, unless authorized by the President of this Local except for an outside audit.
- 19.10) Within six (6) months of election to office, the Trustees shall be required to complete an appropriate Trustee's training course.

SECTION 20

DUTIES OF THE SERGEANT-AT-ARMS

- 20.1) Two (2) Sergeants-At-Arms shall be elected by the membership when the Local Officers and Executive Board are elected.
- 20.2) The Sergeants-At-Arms shall guard the inner door and admit no-one but members in good standing or officers and officials of CUPE, except on the order of the presiding officer and by the consent of the members present.
- 20.3) The Sergeants-At-Arms shall assist the President at all times in conducting a proper and orderly meeting. They shall expel any person from the meeting when so directed by the President or Chairperson of the meeting.
- 20.4) The Sergeants-At-Arms shall be empowered, when requested by the incoming Officer, to contact the outgoing Executive Officer and recover any Union property.

SECTION 21

NOMINATION PROCEDURE

- 21.1) Nominations for Executive Officers, Sergeants-At-Arms, and Trustees shall be held at the first regular General Membership Meeting prior to the election in May of the election year.
- 21.2) All notices of nominations and balloting for voting will include times, location as well as process and shall be posted seven (7) days in advance, in all workplaces.
- 21.3) To be eligible for nominations, a member shall have attended at least 50% of the regular Membership meetings (where quorum is achieved) held in the previous (12) months, unless they have reported the absence, with reason, to the Local 7800 office. Acceptable reasons include, but are not limited to, working, WSIB or Personal/Family Emergency, Bereavement and may require satisfactory proof/confirmation. Eligible Members may accept a nomination for one (1) elected position.
- 21.4) A member seeking nomination shall be present when nominations are called, or have allowed a notice of consent, in writing, bearing their name as a nominee and the name of another member as witness, to be filed. Such notice must be received by the Recording Secretary prior to the nomination.
- 21.5) An Election Committee, composed of a returning officer and appropriate balloting committee members, shall be appointed from the floor to conduct the ensuing elections. All appointees shall be members in good standing, and shall not be in contention for any office, nor shall they be CUPE National Representatives.

SECTION 22

ELECTION OF OFFICERS AND TRUSTEES

- 22.1) All Executive Officers, Sergeants-At-Arms, and Trustees of the Local shall be elected in May of the election year and shall be elected by all eligible voting members of the Local.
- 22.2) Eligible voting members shall be those who are members on or before the night of the nomination of officers.
- 22.3) Term of office for Executive Officers will be a 3 year term.
- 22.4) The Election Committee shall be responsible for the conduct of all aspects of the election.

22.5) A Trustee shall be elected as such:

- 3 positions to be elected
 - 1 for a one year term
 - 1 for a two year term
 - 1 for a three year term

Each year thereafter, the membership shall elect one Trustee for a 3 year term as per Article B.2.4 of the Constitution.

- 22.6) This yearly election will take place at the May Membership meeting.
- Nominations will be held at the first regular General Membership meeting prior to the election in May.
 - Ballot boxes will be used for this election at the Membership meeting.
- 22.7) No member shall hold more than one Executive Office.

SECTION 23

ELECTION PROCEDURES FOR EXECUTIVE OFFICERS, DUES SECRETARY AND SERGEANT- AT-ARMS

- 23.1) Voting shall be by electronic vote for which Election Committee will determine the independent firm to conduct the electronic voting. Casting of ballots shall continue up to the commencement of the General Membership meeting, at 7:00 p.m., at which time the ballots are counted and reported to the Membership. The results of the election will be posted at all sites, on website or social media the following day. A list of successful candidates will be posted at all sites the following day or when practicable.
- 23.2) In the event there is no quorum at the General Membership meeting, the ballots shall be counted, but not destroyed, as prescribed, as per Appendix A of these Bylaws.
- 23.3) Balloting procedures shall be as per the guidelines contained in Appendix A of these By-Laws.
- 23.4) The Recording Secretary shall be responsible for the form and layout of the ballots, and having adequate supply of the ballots or ballot packages. The Recording Secretary shall entrust these to the Returning Officer of the Election Committee, together with the total number of ballot packages required.
- 23.5) The Recording Secretary shall be responsible for supplying to the Election Committee a list of the eligible voting members of the Local.
- 23.6) Election will be in a referendum style vote, therefore the candidate with the most votes (plurality) will be declared elected.
- 23.7) The Election Committee shall tabulate the ballots.
- 23.8) The Election Committee shall prepare a list of all candidates with total number of ballots cast, invalid, or spoiled, indicating those elected.
- 23.9) Each candidate for office will be offered the opportunity to select a Scrutineer to observe the counting of the ballots.

23.10) The Returning Officer, and the Balloting Committee shall treat all information submitted to them in connection with the election as confidential, and shall make their report to the General Membership Meeting immediately following balloting.

23.11) A candidate for office may appeal for a recount of the ballots for that office. Or the Membership meeting itself, without an appeal, may order a recount of any or all elections. In either instance, it shall require a majority vote of members present to vote in favour of such a recount. Ballots shall not be destroyed until the following Membership Meeting.

23.12) The Local shall not bear any costs associated with any individual's campaign for office.

SECTION 24

INSTALLATION OF OFFICERS

24.1) Duly elected officers shall be installed at the Membership Meeting at which results are declared, or as immediately thereafter as possible, and shall continue in office until such time a successor has been duly elected and installed.

24.2) The term of office of Executive Board members and Officers shall not be less than one (1) year nor more than three (3) years, in accordance with Article B.2.4 of the CUPE Constitution.

24.3) The Oath of Office to be read by the newly-elected Officers is:

"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 Local 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 Local Union in my possession to my elected successor."

SECTION 25

BY-ELECTIONS

- 25.1) Should an elected position fall vacant pursuant to these By-Laws, or for any other reason, the position shall be filled on an interim basis at the next membership meeting. The appointment will be made by the Local President or Delegate.
- 25.2) The resulting by-election shall be conducted as closely as possible in conformity with the election procedures of these By-Laws.

SECTION 26

DELEGATES TO CONVENTIONS, & CONFERENCES

- 26.1) At the General Membership Meeting following receipt of the call to conventions and conferences, the Executive Board shall make recommendations to the floor as to the number of paid delegates the Local Union should send to represent the Union as such conventions and conferences. Nominations and elections of such candidates shall be held at the same meeting.
- 26.2) Any member wanting to stand as a delegate to a convention and conference shall have attended 50% of the regular membership meetings held within the last 12 months prior to the nominations to such convention and conference unless having reported his/her absence and reason to the Local 7800's office prior to the meetings. Acceptable reasons for not attending would be working, WSIB or Family Emergency and may require satisfactory proof/confirmation.
- 26.3) The Executive Board shall make recommendations to the Membership for their approval.
- 26.4) Any member who holds office for an affiliate, as defined by this Local,

shall automatically attend the conference or convention of the affiliate as a full delegate of this Local.

SECTION 27

COMMITTEES

27.1) GRIEVANCE COMMITTEES:

- a) Committees shall be set up in accordance with the provision of the Collective Agreements. The Grievance Chair and/or Site Chairs will be members of their respective bargaining unit grievance committee as listed:
 - Service Unit Grievance Committee
 - Trades Unit Grievance Committee
- b) The Site Chairs (one of which will be the Grievance Chair) of the Grievance Committee will be granted six (6) days per month (1 day a week and 2 floating days) to complete required duties. Additional leave may be approved, as required by the President of this Local, as per Section 36.a.
- c) The Chairperson of the Unit Grievance Committees shall make monthly written reports to the Executive Board and at the General Membership meetings.

27.2) RETURN TO WORK COMMITTEE

- a) All members of the Return to Work Committee will be appointed by the President of Local 7800. The Committee shall consist of a minimum of 10 members trained in the WSIB/ODRT one (1) day Return to Work course within three (3) months of their appointment.
- b) Return to work Representatives shall represent members and will be responsible for initiating actions to ensure appropriate workplace accommodation.

27.3) HEALTH and SAFETY COMMITTEE

- a) All members of the Health and Safety Committee will be appointed by the President of Local 7800.
- b) The Health and Safety Committee shall consist of, but not be limited to two (2) Service Representatives and one (1) Trades Representative per site, assuring that each site is represented. All committee members will be required to participate in monthly workplace inspections. The Committee shall meet monthly. The Chair of the Committee will be elected within the Committee. Health and Safety Level 1 shall be completed within three (3) months of their appointment to the committee and Health and Safety Level II shall be completed within 12 months of their appointment to the Committee. In addition, members will be required to participate in any ongoing education as recommended by the Committee.
- c) It is the Committee's responsibility to investigate members' difficulties with workplace safety and to advocate as required on behalf of the member to resolve all problems within the scope of the Local Union.
- d) This committee shall co-ordinate all education on health and safety matters for the local in consultation with the Local Executive.
- e) This committee shall co-ordinate the Local's activities for the Day of Mourning.

27.4) WSIB Committee

- a) All members of the WSIB committee will be appointed by the President of Local 7800.
- b) It will be the responsibility of no less than two (2) WSIB representatives to investigate members' difficulties with Insurance Board claims and to advocate as required on behalf of the member to resolve all problems within the scope of the Local Union.
- c) WSIB representative(s) will be granted by the President paid union leave as required to fulfill duties.

27.5) BUDGET COMMITTEE

- a) The Budget Committee shall consist of the Secretary Treasurer, and two Representatives appointed by the Executive Board who are non-Executive Board members. The Secretary Treasurer shall chair the Committee.
- b) The Committee shall be responsible for drawing up a yearly budget to be presented to and approved by the Executive Board and Membership. The budgeting process should be completed annually prior to the end of March. The Committee shall make recommendations on budget variances if required. Variances must be presented to the Executive Board and Membership for approval.
- c) If a quorum is not achieved at the Membership Meeting, a Special Membership Meeting shall be called by the Executive Board to deal with the approval of the budget.

27.6) POLITICAL ACTION COMMITTEE

- a) The Vice President or designate, shall chair the Committee.
- b) This Committee shall be responsible to educate and inform each member on political issues, including municipal, provincial, and federal elections.
- c) This Committee shall be responsible for co-coordinating all mobilization and fight back campaigns for the Local.
- d) This Committee shall endeavour to educate and advise the members, the public, and the appropriate Councils and/or Boards of Directors, on the important role the Local Union's Membership plays within the various municipalities and organizations, providing quality cost effective services and programming.

27.7) WOMEN'S, HUMAN RIGHTS AND INTERNATIONAL SOLIDARITY COMMITTEE

- a) The Vice President or designate shall chair the committee.
- b) The Committee will be responsible for all issues regarding human rights, aboriginal peoples' rights, and the problems facing people of colour.
- c) The Committee will also address issues with regard to women, including

sexual harassment, violence, employment equity, and any and all barriers' women face in our union and society as a whole.

- d) The Committee will work on global issues and work with other groups on international solidarity and human rights issues such as inhumane treatment, racism, discrimination, and violence.
- e) The Committee will report directly to the Vice-President, who shall be an ex-officio member of the Committee.

SECTION 28

RATIFICATION VOTING PROCEDURE

- 28.1) Ratification procedures shall comply with the Ontario Labour Relations Act that requires all ratification votes to be conducted by secret ballot. A minimum of 48 hours shall be allotted to review the contents of the Memorandum of Agreement.
- 28.2) Advance notice of the information meeting for the members shall be given at least 72 hours prior to the meeting. Notices shall be posted in the workplace on the Union bulletin board.
- 28.3) The Negotiating Committee shall review the Memorandum of Agreement with the entire Executive Board and the stewards of the unit prior to the information meeting.
- 28.4) Hard copies of the amendments to the collective agreement will only be distributed at the information meeting for the members.
- 28.5) Voting of the contract shall take place at least 48 hours after the information meeting for the members.
- 28.6) Voting shall be in accordance with Appendix A of these By-Laws on voting guidelines.
- 28.7) All contract amendments shall be ratified by a majority (50% + 1).
- 28.8) The Balloting Committee shall consist of the elected members of Local 7800 and shall conduct the ratification vote.

- 28.9) Results of the ratification vote shall be given to the President who will inform the Membership of the results by a special bulletin within 24 hours of the conclusion of the voting.

SECTION 29

STRIKE VOTES

- 29.1) An information meeting for members shall be held prior to the taking of any strike vote. Advance notice of the information meeting for the members shall be given at least 72 hours prior to the meeting. Notices shall be posted in the workplace on the union bulletin board.
- 29.2) Voting on strike action shall take place at least 48 hours after the information meeting for the members.
- 29.3) Voting shall be in accordance with Appendix A on voting guidelines.
- 29.4) A majority of ballots cast shall constitute approval of strike action.

SECTION 30

RETIRED MEMBERS ASSOCIATION

- 30.1 The Local Union may establish Retired Members Association in accordance with Article B. VII of the CUPE Constitution.

SECTION 31

AMENDMENTS TO THE BY-LAWS

- 31.1) These By-Laws shall not be altered, suspended, or amended unless a Notice of Motion has been duly registered, and shall require a majority vote (more than 50%) of the members present at a Membership Meeting.
- 31.2) A Notice of Motion specifying the proposed amendment(s) shall be read, but not debated, at the Membership Meeting held a minimum of at least seven (7) days prior to the meeting at which said amendment(s) will be dealt with or Notice of Motion must be given by at least sixty (60) days written notice. The said amendment(s) shall be posted on the Union notice board.
- 31.3) The Notice of Motion shall be in writing with the signatures of both the mover and the seconder, and shall be delivered into the hands of the Recording Secretary.
- 31.4) Amendments or additions to these By-Laws shall become effective after approval as per the Constitution of the Canadian Union of Public Employees. No change in these By-Laws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

SECTION 32

DISSOLUTION

- 32.1) The Local shall not be dissolved while there are two (2) members in good standing who desire to continue its existence.
- 32.2) The funds of the Local shall not be divided among individual members, and shall be utilized for valid union purposes.
- 32.3) Upon dissolution of the Local, all its properties and assets, including books, records and funds remaining in the Treasury after all legitimate debts have been paid, shall become the property of the Canadian Union of Public Employees. This does not include funds set up by the Local for pensions or superannuation.

SECTION 33

FEES, UNION DUES AND ASSESSMENTS

- 33.1) A payroll check off compulsory upon all employees covered by the Local's Collective Agreement(s), shall prevail.
- 33.2) The monthly dues shall be point seven five percent (.75%) above the National per capita plus any Constitutional levies. Changes in the monthly dues can be affected only by following the procedure for amendment of these By-Laws (see Section 32), with the additional provision that the vote must be by secret ballot.
- 33.3) Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these By-Laws will be deemed to have been automatically amended to conform to the new CUPE minima.
- 33.4) Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

SECTION 34

VOTING OF FUNDS

- 34.1) Except for ordinary expenses and bill vouchers, funds will be capped at eight hundred dollars (\$800.00) for the purpose of a grant or contribution to any member or any cause outside of the Local. It shall be voted on by the membership. A notice of motion must be given prior to the matter being dealt with at the following Membership meeting.

SECTION 35

OUT OF POCKET EXPENSES

35.a) UNION LEAVE OF ABSENCE:

- (i) It is understood that any person needing a leave of absence from work for Union business, shall be paid full lost wages, authorized by the President or Vice-President of this Local.
- (ii) Any person attending pre-authorized union functions on behalf of Local 7800 shall be compensated for documented lost wages from their respective employer.
- (iii) Failure of any member to follow the pre-authorized leave procedure on behalf of Local 7800, as prescribed by the By-Laws and the Collective Agreement, shall make liability of the Local null and void.
- (iv) Union leaves of absence and associated expenses related to the National Union, any of the Local's affiliates and/or for other reasons related to Labour Movement, whereby lost costs are reimbursed to the Local, shall be approved by the President and/or the Executive Board. Appropriate documentation must be provided at least three (3) weeks in advance, along with documentation of the full amount the Local is to be reimbursed, including payment of benefits.

- (v) President to approve up to thirty (30) days union leaves of absence. Anything over thirty (30) days is subject to a request given to the Executive for approval.

35.b) EXPENSES:

- (i) In Town expenses for attendance at full day, pre-authorized union functions held outside of the union office on behalf of Local 7800, shall be paid \$30.00.
- (ii) The out of town expense for attendance at full day, pre-authorized union functions on behalf of Local 7800, shall be compensated at the current CRA rate.
- (iii) Parking expenses for parking while on approved union business will be reimbursed provided an invoice/receipt is submitted. The invoice/receipt must clearly indicate the amount, date and business purpose.

NOTE: Parking expenses shall not include any parking fines that are issued as a result of violating any municipal parking by-laws.

- (iv) Any person using their own vehicle in performance of pre-authorized union functions on behalf of Local 7800, shall be compensated at the standard CRA rate for total number of kilometers.
Mileage will be paid for approved union business only.
Mileage must be claimed using the official mileage claim form that must be completed in detail. To determine entitlement for mileage reimbursement for union business (i.e. while on union paid leaves) the following calculation will be used:
 - Total number of kilometers driven from home to the union office (or the applicable meeting location) minus the number of kilometers that would otherwise have been driven from home to the members regular reporting location/workplace had they reported to work equals the claimable number of kilometers.

NOTE: Mileage for Labour Management business (i.e. union business while on employer paid leaves) should be claimed through the employer. Where mileage is incurred on approved Labour Management business and there is no ability to secure reimbursement from the employer such mileage will be reimbursed by the union as noted above.

- (v) Childcare and eldercare expenses shall be compensated to a maximum of \$50.00 per day, upon proof of payment per delegate, as per Article 6.3 (c) of the CUPE Constitution.
- (vi) Reimbursement will be made when required upon submission of detailed billing invoices which indicate union business calls resulting in additional costs to the authorized officer's/member's personal cell phone plan.

35.c) SICK & WELFARE DONATIONS

- (i) When an Executive member is made aware of an illness, injury, or tragic event in the life of a member they will consider, as an Executive the appropriate action to take eg: donation, flower arrangement, fruit basket to a maximum of \$50.00
- (ii) In the event of the death of a member or family member a donation to a charity of the family's choice (up to a maximum of \$50.00), or a flower arrangement (up to a maximum of \$50.00) shall be sent on behalf of Local 7800.

35.d) RETIREMENT DONATION

All members of Local 7800, will receive a cash gift of \$100.00 upon retirement. It is understood that this is a one-time donation.

APPENDIX A

Guidelines For the Voting Committee

1. Secure the ballot box(s), keys, voting list(s), ballots for the election(s), pens, ruler(s), stapler(s), highlighters and second coloured ink pens.
2. One voting committee member shall retain key(s) to ballot box locks.
3. One voting committee member shall be the official clock timer.
4. Set up the privacy voting booths with pens on voting table.
5. Divide the voting list as appropriate.
6. When the members arrive, ask them for a Membership card, some form of photo identification, hospital identification or have another member identify them and retain name and address to issue a new card.
7. Check off name on the voting list with ruler by drawing a line through it.
8. Give the member a ballot to vote, inform them to complete and return to election committee member folded for them to initial and put into the ballot box.
9. Those ballots not initialed will be considered spoiled.
10. All voting will commence not prior to 6:00 a.m. and cease no earlier than 6:00 p.m. on the date assigned by the Executive Board.
11. All voting shall take place electronically.
12. Ballots will be counted as follows:
 - a) Recording sheet to tally by one recorder,
 - b) Ballot boxes to be opened and the contents counted.
 - c) Divide ballots into piles by "candidate" or "yes or no" as appropriate
 - d) Then proceed to count each pile - group ballots by ten and staple - have recorder mark each pile counted.

- e) Continue above steps until all boxes are counted and recording the results.
- 13. After tally, voting lists to be counted to determine the number of members voting.
- 14. Compare number of votes cast with number of votes tallied on the lists.
- 15. Upon verification, results can be published, in accordance with Section 24.1 as applicable.
- 16. Vote list(s) and ballots to be sealed in ballot box for recount or destruction as necessary and held by the Local's Secretary until the motion to destroy has been made and passed by the Membership.
- 17. There shall be no material or people in the vicinity of the polling station that could influence the voting outcome at the polling location.

APPENDIX B

Equality Statement

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

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

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

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

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

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

APPENDIX C

Confidentiality Agreement

I, _____, promise to respect and preserve confidentiality in all matters related to the business of CUPE Local 7800. This includes any and all information relating to all the Employer' departments and agencies, employees, as listed in CUPE 7800 Operating By-Laws, all members, their families and retirees, past and present. I acknowledge and understand that CUPE Local 7800 is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FIPPA). I will not divulge any personal information relayed to me, or to which I may have access, to anyone within or outside of CUPE Local 7800 except in circumstances where there is a legitimate business purpose being served or I am compelled by law to do so. I will not access any information for any purpose other than for those activities legitimately arising out of my job responsibilities. I will not access, permit access to or share information for my own purposes or purposes unrelated to CUPE Local 7800's legitimate business, for any reason, except as may be required by law. I recognize that it is necessary and appropriate to divulge information in some circumstances. I will consult with the President/Recording Secretary for direction prior to the release of such information. And, before personal information is divulged, I will ensure, where required by law, that the person is advised that this information may be divulged and/or that his/her permission is sought. If I have any questions related to confidentiality, appropriate access to and/or use of CUPE Local 7800 records and information of the application of FIPPA, I agree to consult the Local's President or Recording Secretary for assistance. I understand that failure to abide by this agreement may result in further action, and further violations of the CUPE Constitution. I acknowledge receipt of a copy of this agreement.

APPENDIX D

Credit Card Policy

The Local 7800 credit card was introduced as an alternative purchasing and payment mechanism to improve payment performance, simplify clerical processes, provide more effective cash management and better service delivery for its members. Benefits to the local and its members will be:

- Faster receipt of goods and service
- Increased flexibility
- Less reliance on cash and/or cheques
- Prompt and reliable recording of financial transactions

Credit Limit

The credit limit on the Local 7800 credit card has been set at \$50,000 and determined based on the largest monthly expense for travel and accommodations anticipated in the year.

Amending the Existing Credit Limits

Proposed amendments to the existing credit limit shall be identified by the cardholders and brought to the Executive and the membership for approval.

Retention and Use of the Credit Card

The Local shall retain 3 copies of the credit card. The President, Vice-President and Secretary-Treasurer shall be the only authorized persons to use the credit card and sign on behalf of the Local and its members. Each of the 3 credit cards shall be issued in the name of the Local, as well as indicate the name of the executive member holding the card, for increased accountability.

When the executive positions within the Local change person, the signing authority and responsibility of the credit card shall immediately change. The card issued in the exiting executive member's name shall be immediately submitted to the Local and destroyed. A new card shall be issued in the newly elected executive member's name.

An expense voucher and/or receipt shall be submitted for all charges on the credit card. Where a member does not submit a receipt, the amount charged on the credit card shall be deducted from any future expense claims of that member until that amount is repaid.

Misuse

The Local 7800 credit card shall not be used for any personal purchases or financial transaction whatsoever. The Local's Executive, and/or membership shall have the authority to cancel/terminate usage of the credit card where misuse is suspected/determined.

Accountability

The Secretary-Treasurer shall make available all transaction records and monthly statements of the credit card available to the trustees for the bi-annual audits.

APPENDIX E

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 7800, 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.

APPENDIX F

Land Acknowledgement and Greetings

The CUPE 7800 membership meeting we are attending today in Hamilton is situated upon the traditional territories of the Erie, Neutral, Huron-Wendat, Haudenosaunee and Mississaugas. This land is covered by the Dish With One Spoon Wampum Belt Covenant, which was an agreement between the Haudenosaunee and Anishinaabek to share and care for the resources around the Great Lakes. We further acknowledge that this land is covered by the Between the Lakes Purchase, 1792, between the Crown and the Mississaugas of the Credit First Nation.

Hamilton is home to many Indigenous people from across Turtle Island (North America) and we recognize that we must do more to learn about the rich history of this land so that we can better understand our roles as residents, neighbours, partners and caretakers.

We stand in solidarity with murdered and missing Indigenous women, girls, transgender and two-spirit people.