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CUPE LOCAL 87 BY-LAWS

PREAMBLE

These By-Laws are designed to give proper balance to the Administration of the Local Union.

Duties and responsibilities of elected Officers and Members of Committees should be as widely dispersed as possible, rather than for the willing few to have to serve in multiple capacities. In other words, duties should be shared by the many rather than the few. While various Committees have been designated as "**Standing Committees**", this in no way precludes the possibility of Special Committees being established from time to time as may be required and necessary. In order to improve and maintain the social and economic welfare of its Members without regard to color, race or creed, to promote efficiency in public employment and to give clear evidence of its recognition of the unity of organized labour, this Union has been formed and does establish these By-laws for its government.

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SECTION 1 - NAME OF UNION

The name of this Union shall be: **CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 87, THUNDER BAY CIVIC EMPLOYEES.**

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SECTION 2 - PRINCIPLES AND OBJECTIVES

1. To place the various Occupations of the Membership upon a high plane of efficiency and skill.
2. To encourage the settlement of all disputes between the Members and the Employers Administration by negotiation and mediation.
3. To secure adequate remuneration for work performed.
4. To reduce the hours of labour and by all legal and proper means to elevate the moral, intellectual and social conditions of all workers in general and of this Membership in particular.
5. To support and promote the objectives of the Canadian Union of Public Employees as set out in Article 2 of the C.U.P.E. Constitution.

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SECTION 3 - MEETINGS

ALL MEETINGS ARE DEEMED "SMOKE FREE"

Meetings shall be held on the third Wednesday of each month at 7.30 p.m. A **quorum** for the transaction of business at any regular or special meeting shall consist of at least twenty-five (25) members in good standing including at least three members of the duly elected officers "or 50% of the duly elected officers plus an equal number of members plus one additional member in good standing that are not on the Executive."

The regular monthly Membership Meetings for the months of July & August of each year be suspended. If Membership approval is required for Union Business, a special meeting will be called as per the Bylaws.

When the employee is working for the employer, he or she must advise the shop steward or the office secretary in order to be marked present at any meeting. The Stewards and the secretary will be responsible for notifying the Sergeant-At-Arms. The following will apply only when a dues rebate is in effect: if a member is unable to attend the Union meeting because of medical reasons he or she must provide a medical certificate certifying that attendance at Union meetings could be detrimental to his or her health, which will be subject to scrutiny by the Executive Board.

Employees of CUPE Local 87 may attend a meeting to perform work of the union upon approval of the Executive.

MEMBERSHIP NOTIFICATION OF MEETING PURPOSE

In the event an issue of confidential nature needs to be deal with by the membership, but because of confidentiality under the Freedom of Information and Protection of Privacy Act, or an issue pertaining to strategies to fight the employer, the notice of motion or issue cannot be "advertised" on the monthly meeting notice, then the following statement shall appear on the notice:

"An issue of confidential nature will be brought forward at this meeting for discussion and vote."

(Note: the above language was provided by the CUPE National Legal Department)

Date: March 2001	Supercedes: December 1999, April 1996, July 1995	Page 1 of 1
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SECTION 4 - EXECUTIVE MEETINGS

1. The Executive Board shall be comprised of all elected officers except Trustees and the majority of these shall constitute a quorum for the purpose of Executive Board Meetings. The Executive Board shall meet at least once every month on the second Wednesday of each month at 5:00 p.m.
2. Special Executive Meetings may be called by order of the Table Officers through verbal contact by the Recording Secretary if a written notice cannot b e executed.
3. All matters referred back to the Executive shall be resolved at the Executive or Special Executive Meetings and all Executive Board Members shall be notified 24 hours in advance and informed of the contents of the meeting.

Date: April/09	Supercedes: July 1995	Page 1 of 1
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SECTION 5 - SPECIAL MEMBERSHIP MEETINGS

All Special Membership Meetings may be called by order of the Executive Board or by written request of 25 Members to the Recording Secretary. All Special Membership Meetings called shall require at least 24 hours notice to the parties concerned and no other business shall be transacted at the Special Membership Meeting other than what the meeting was called for.

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SECTION 6 - OFFICERS

The Officers of the Union Shall consist of a President, Vice President, Recording Secretary, Secretary-Treasurer, Trustees, Sergeant-At-Arms, Control Clerk, Schedule A Grievance Chairperson, Schedule B Grievance Chairperson, Sick & Welfare Chairperson, Research Chairperson, By-laws Chairperson, Schedule A Negotiations Co-Chairperson, Schedule B Negotiations Co-Chairperson, Entertainment Chairperson, Health & Safety Chairperson, WSIB/STD/LTD Chairperson, Aboriginal Council Chairperson, DSSAB Chairperson.

Date: Dec./08	Supersedes: Nov./08 Mar. 2008, April 2005, Mar. 2001, Dec. 1999, July 1995	Page 1 of 1
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SECTION 7 - PRESIDENT:

HOURS OF WORK

The hours of work for the President shall be Monday to Friday, 8:00 a.m. to 4:00 p.m. with a one hour meal period. Although this constitutes a 35 hour work week, the President will be required to attend all Executive Board Meetings and all Membership Meetings (unless on approved vacation, sick leave, or other approved leave). The President may be required to attend or supervise at weekend or evening schools as well as attend any Committee Meetings when requested to do so by the Chair of any Committee.

SALARY

Top Hourly Rate of the Elected President's PRESENT SALARY plus 10%

The President will continue to receive the same benefits as those to which he/she is entitled under the Collective Agreement between the City of Thunder Bay and CUPE Local 87.

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SECTION 7A - PRESIDENT

IT SHALL BE THE DUTY OF THE PRESIDENT TO:

1. Assist the Executive Officers in maintaining effective Union administration guided by these By-Laws, the CUPE National Constitution and Policies. Be responsible for informing the Executive in all matters involving the overall operation of the Local. Submit monthly reports and inform the membership of all communications with the Employer and any other relative bodies.
2. Assist Local Officers in the interpretation of current Labour Legislation and Policies and react appropriately to proposed or legislated changes. Advise, assist and guide the Grievance Committee(s) in interpreting contract language and processing grievances. Advise, assist and guide the Negotiation Committee(s) in the preparation of contract proposals and in conducting Negotiations.
3. Liaise with CUPE National Representatives and the National Departments to ensure professional and technical assistance to the membership and it's Officers.
4. Liaise with other Unions, Labour-related organizations, media community groups and the political and administrative leaders of the City of Thunder Bay in order to promote a good "image" of Local 87 in all matters relating to the Local and to Unions in general.
5. Be a member, ex-officio, of all Committees. Have access to all books and papers of the Local. Authorize and approve all correspondence and ensure copies are kept on file with the Recording Secretary.
6. Preside at all meetings except Executive Board Meetings which will be as provided for in Section 8 (of these By-laws) to preserve order and enforce the constitution and By-laws; to see that all Officers perform their respective duties, perform the initiation ceremony and will encourage members to participate in the activities of the Local.
7. Decide all questions of order subject to an appeal by a member of the Union, but the President shall not vote on such appeal.

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8. Have a vote on all matters, including election of Officers, and in the case of a tie vote he/she also has the right to cast the deciding ballot. The President shall announce the results of all votes and have the power to fill vacancies on Committees where elections are not provided for.
9. Sign all orders on the Treasury for such money as shall be ordered paid by the Constitution and By-laws, or by vote of the Union. Possess a credit card, obtained from the Local's financial institution, to secure hotel reservations for delegates attending Conventions, Conference, Schools, etc, where credit card use is required to secure such arrangements. Sign all cheques and drafts on the bank and perform such other related duties as the Constitution and By-laws of the Union may require.
10. The President shall be allowed monthly necessary funds to reimburse himself/herself or any Officers, for expenses incurred on behalf of the Local, not to exceed \$100.00, effective July 1995.
11. Perform other related duties pertinent to the Office of Local 87 President as determined in consultation with the Executive Board Officers.

SECTION 8 - VICE-PRESIDENT

It shall be the duty of the Vice-President in the absence of the President to preside and to perform all duties pertaining to the Office of the President and render such assistance as may be required as in the case of a vacancy. The Vice-President shall be Chairman of the Executive Board. The Vice President shall be allowed 1 day per month, paid by the Local to fulfil and process Union Business.

Clearances: The Vice-President will receive clearance from work paid for by the Local to attend Executive Meetings and Membership Meetings if requested.

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SECTION 9 - RECORDING SECRETARY

The Recording Secretary shall keep full and accurate accounts of the proceedings of all meetings; shall record all motions, with the Mover's, and Seconder's names in the minutes of the meetings of the Local. She shall record all alterations in the rules and bylaws by motion or amendment, and shall fulfil other secretarial duties as directed by the President.

The Recording Secretary shall, after approval of the President or Vice-President, file a copy of all letters sent out and shall keep on file all communications and answer all correspondence. She shall prepare all circular and notices for issuance to the Union members and pass same on to the membership. She shall have all books and papers ready at all times on reasonable notice for the Auditors and Trustees. On termination of office she shall surrender all books to her successor.

The Recording Secretary shall preside over meetings in the absence of both the President and the Vice-President until a protem is elected by the members present.

The Recording Secretary shall be empowered to give technical direction and guidance to an office secretary (that may be in the employ of the local). In the event that an office secretary is not in the employ of the local, the Recording Secretary shall be empowered with the approval of the President to employ such stenographic or other assistance as she or he finds necessary, such assistance to be paid out of Union funds, and that only Union Personnel be employed. Such assistance must have membership approval of their expenses on an Expense Voucher prior to release of Union funds.

Clearances: The Recording Secretary will receive clearance from work, paid by the Local to attend Executive Meetings and Membership Meetings if requested.

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SECTION 10 - SECRETARY TREASURER

1. It shall be the duty of the Secretary-Treasurer to receive all initiation fees, dues and assessments and to keep a record of these receipts. The monies shall be deposited by-weekly with the Bank or Credit Union as selected by the Local and receive a receipt for the same. The Secretary Treasurer shall make a monthly financial report to the Local monthly and shall forward to the National Secretary-Treasurer of C.U.P.E., on the official monthly report forms provided, all financial obligations owing to C.U.P.E. as per Section B. 3.8 of the National's Constitution. The Secretary Treasurer is to pay regular monthly accounts in the event of a regular membership meeting not being held.
2. The Secretary Treasurer shall be bonded in accordance with the policies of the National Office. Any Secretary-Treasurer who cannot qualify for a bond shall immediately be disqualified from his or her office and the Local Union shall proceed with the election of another Secretary-Treasurer. At the end of their terms of office, the Secretary-Treasurer shall turn over to his or her successor, all properties and assets, including funds, books and records belonging to the Local Union.
3. All transactions shall be recorded in a manner acceptable to the Executive and all books must be open for inspection by the Trustees on a two (2) week notice basis. The Secretary-Treasurer shall be empowered with the approval of the President to employ such clerical assistance as he or she find necessary, such assistance to be paid out of Union funds, and only Union Personnel to be employed. Such assistance must have Membership approval of the expenses on an Expense Voucher prior to the release of Union Funds.
4. All cheques shall be signed by the Secretary-Treasurer and counter-signed by the President or Vice-President governed by the provisions of Section 7 of these by-laws.
5. The Secretary Treasurer shall pay the monthly percapita tax payments as required by the various affiliations of the local. He/she shall pay the bills as approved by the membership and keep records of such payments. He shall maintain an employee record for the local's office secretary and pay the secretary's salary and employee deductions as required by the Receiver General.
6. Secretary Treasurer shall receive two days off per month as required to attend to Union business.
7. The Secretary Treasurer will make available time sheets to be completed by the C.U.P.E. Office Secretary and the President. Vacation time, sick time and leave of absence will be recorded and the time sheets filed with the Secretary Treasurer on a bi weekly basis. The Office Secretary will also include lieu time accumulated and taken.

SECTION 11 - TRUSTEES

There shall be three (3) Trustees, one elected each year for a three year term. It shall be the duty of the Trustees to act as an auditing committee. They shall audit the books and accounts of the Secretary-Treasurer and report their findings to the Union at the regular meeting after the audit. Trustee's report forms shall be used for all audit reports and a copy of such annual audits shall be sent to the National Secretary-Treasurer in accordance with the provisions of the National Constitution. Trustees shall be responsible for all duties as outlined in the National Constitution.

Date: October 2002	Supersedes: July 1995	Page 1 of 1
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SECTION 12 - SERGEANT-AT-ARMS

The Sergeant-At-Arms shall keep a full and accurate record of the attendance at meetings and report to the President any without membership cards. The Sergeant-At-Arms shall allow none without membership cards to remain and shall obtain the names of all those awaiting initiation, reporting such names to the President. The Sergeant-At-Arms shall escort all new members to the President for initiation.

The Sergeant-At-Arms shall at each meeting present the Vice-President a nominal roll of the Local Membership list showing the individual attendance record of members of the Local.

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SECTION 13 - CONTROL CLERK

The Control Clerk shall be responsible for the following:

1. Review the P.C.N. forms (TB483's) and follow up on conflicting information contained therein.
2. Check all job postings to Control Clerk's Ledger for accuracy.
3. Maintain the files of all revised and new job descriptions and or new job classifications.
4. Prepares a monthly report and submits same to the Executive Board and Membership for approval.
5. Refer any TB483's Regarding two year LTD - disabled member unable to return to work who shall receive \$200.00 to the Secretary Treasurer in reference to Section 27 of these bylaws.

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SECTION 14 - EXECUTIVE BOARD

1. The Executive Board shall administer and carry out all work as directed by the Membership and receive all reports of Committees as submitted.
2. Whenever there is a policy grievance or general violation of the agreement it shall be the duty of the Executive Board to make every effort to reach a settlement of the grievance through the Grievance Committee.
3. The processing of any charges against a member or officer of this Local when received in writing by the Recording Secretary, signed by the Accuser who is a member in good standing of the Canadian Union of Public Employees will follow the procedure set out in article B V of the National Constitution.
4. Should any Officer fail to answer the roll call for 50% of either the executive or regular membership meetings without having submitted a good reason for such absence, the office shall be declared vacant and the same filled by election upon the recommendation of the Executive Board at the following meeting.
5. Any Committee member will be subject to the same rules governing the Executive Board.
6. Authorized paid leave for any Executive Board member, shall be granted to attend regular membership or executive board meetings, upon concurrence of a majority of the Table Officers.
7. All members of the Executive Board will post their vacation schedule for the year in the C.U.P.E. office in accordance with the Collective Agreement between the Corporation and C.U.P.E. Local 87.

SECTION 15 - (Subsection A) NEGOTIATING COMMITTEE

The Negotiating Committee shall consist of 3 members from Schedule "A" of the collective agreement and 3 members from Schedule "B" of the collective agreement to be elected by the members. There will be 1 co-chair elected from the Schedule A representatives on the negotiating committee, and 1 co-chair elected from the schedule B representatives on the negotiating committee.

All Satellite Affiliates shall elect a committee of not more than four (4).

It shall be the duty of these committees to:

1. Draft Proposals.
2. Negotiate any changes that affect the Agreement
3. The Negotiation Committee will present to the Membership at a special meeting the proposals and the Memorandum of Agreement.
4. Interpret the agreement to the membership.
5. Job Guides - to negotiate job descriptions and salary or wages.

The Negotiating Committee shall remain in force for three (3) months after ratification of the contract for the purpose of interpreting the agreement.

The President shall sit in on all negotiations. The President shall only vote in case of a tie. The National Representative shall sit in on all meetings of the Negotiating Committee at all stages in order that he/she be kept fully informed.

The Negotiation Co-Chairs will be allowed one day off per month.

Alternates:

One alternate from Schedule "A" and one alternate from Schedule "B" shall be elected. The following shall apply to the alternates.

1. If a regular committee members terminate(s) their position on the committee, the alternate from that Schedule shall assume their position.
2. If a regular committee member(s) transfers into a position in the other Schedule, for any reason, the alternate shall assume the regular position on the committee after sixty-five (65) working days. If the regular committee members returns to a position within the Schedule that they were originally elected in, during the mandate of the committee that they were elected to, they shall resume their position on the committee and the alternate shall revert to their position as alternate.
3. If an alternate assumes a regular position on the committee, another alternate shall be elected from that Schedule. Such alternates shall step down if the original alternate reverts to being an alternate, so that there is only one alternate from each Schedule at any time.
4. Alternates may attend the monthly Negotiating Committee meeting with voice but no vote.

Date: March 2008	Supersedes: October 2002, July 2000 April 1997, July 1995	Page 1 of 1
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SECTION 15 - (Subsection B) NEGOTIATING COMMITTEE

The Negotiating Committee shall consist of 3 members from Thunder Bay District Social Services Administration Board (DSSAB) (2 members elected from Thunder Bay and one member elected from the outlying units of the collective agreement to be elected by the members.

It shall be the duty of this committee to:

1. Draft Proposals.
2. Negotiate any changes that affect the Agreement
3. The Negotiation Committee will present to the Membership at a special meeting the proposals and the Memorandum of Agreement.
4. Interpret the agreement to the membership.
5. Job Guides - to negotiate job descriptions and salary or wages.

The Negotiating Committee shall remain in force for three (3) months after ratification of the contract for the purpose of interpreting the agreement.

The National Representative shall sit in on all meetings of the Negotiating Committee at all stages in order that he/she be kept fully informed.

The Negotiation Chairperson will be allowed one day off per month.

Alternates:

One alternate from Thunder Bay District Social Services Administration Board (DSSAB) shall be elected. The following shall apply to the alternates.

1. If a regular committee members terminate(s) their position on the committee, the alternate from that Schedule shall assume their position.
2. If an alternate assumes a regular position on the committee, another alternate shall be elected. Such alternates shall step down if the original alternate reverts to being an alternate, so that there is only one alternate at any time.
4. Alternates may attend the monthly Negotiating Committee meeting with voice but no vote.

Date: Dec./08	Supersedes: March 2008, October 2002, July 2000 April 1997, July 1995	Page 1 of 1
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SECTION 16 - STANDING COMMITTEES

Grievance, Research, By-Laws, Entertainment, Sick & Welfare, Pension, WCB/STD/LTD, and Health and Safety Committee shall be elected bi-annually (every two (2) years), District Social Services Board (DSSAB)

The Negotiation Committee shall be elected on the third month following the ratification of the current Collective Agreement.

Standing Committee - Aboriginal Council

Members of this committee will be self identified Aboriginal, First Nation, Inuit, Metis members of CUPE 87.

Date: Dec./08

Supersedes: Nov./08, Feb.
21/07 Dec. 1999, July 1995

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SECTION 17 - SPECIAL COMMITTEES

Special Committees shall be established whenever necessary through election by the membership.
(ie. Political Action, Employment Equity, Education Committee)

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SECTION 18 - GRIEVANCE COMMITTEE

There shall be a minimum of:

- 3 shop stewards for Victoriaville Centre
- 2 shop stewards for City Hall and 1 for Systems (Vickers St)
- 2 shop stewards for Ontario Works (Social Services)
- 2 shop stewards for Roads - South Yard
- 2 shop stewards for Roads - North Yard
- 2 shop stewards for Waste Management (formerly Sanitation) South Yard
- 2 shop stewards for Parks - South Yard (including Chippewa and Mountainview Cemetery)
- 2 shop stewards for Parks - North (including Centennial Park)
- 2 shop stewards for Sewer & Water - North Yard
- 2 shop stewards for Sewer & Water - South Yard
- 1 shop steward for Bare Point
- 1 shop steward for Water Pollution Control Plant (East End)
- 1 shop steward for each Day Care Centre
- 1 shop steward for Crisis Housing/Community Residence

This Committee shall be comprised of not less than three (3) members of the Steward body, strategically placed, the duty of which it shall be to process all grievances not settled at the initial stage. The Committee shall appoint it's own Vice-Chairman and Secretary. A copy of all Committee correspondence shall be filed with the Recording Secretary. All reports of the Committee shall be submitted first to the Executive Board, then to the general membership meeting and to none other except as may be directed by the Executive Board.

The Executive Board, shall be held responsible for the proper maintenance and the functioning of this Committee.

Members of each Satellite Affiliated Unit shall each elect a Grievance Chairperson who shall process all grievances at the initial stage, and if necessary shall submit grievances to the Executive Board for further processing until properly concluded.

The Schedule A Grievance Chairperson and the Schedule B Grievance Chairperson shall be allowed one day off per month, paid by the Local to fulfill and process union business.

Committee members who attend Arbitration Hearings for whole days when the member only works part-time, shall receive payment to equal full-time hours only.

Date: December 1999	Supersedes: July 1995	Page 1 of 1
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SECTION 19 - RESEARCH COMMITTEE

The Committee shall be comprised of not less than three (3) members including the Chairperson. The Committee shall elect it's Secretary. A copy of all Committee correspondence shall be filed with the Recording Secretary. The Research Chairperson will be allowed 1 day off every 2nd month paid by the Local to fulfil and process Union Business.

The duties shall be:

1. Prepares press releases.
2. Public relations.
3. Organize educational programs by arranging for speakers and films.
4. Conduct research as directed by the Executive.

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SECTION 20 - SICK & WELFARE COMMITTEE

The Sick and Welfare Committee shall comprise of not more than three (3) members. It shall be the duty of the Sick & Welfare Committee to:

1. Arrange for a basket of "comforts" to be delivered to members deemed to be ill for a period of not less than fifteen (15) working days, whether such member is in hospital or at home. The Sick and Welfare Committee shall have full authority to decide when a member is deserving of further consideration.
2. Send floral or suitable tributes to the sum of fifty dollars (\$50.00) in the event of a death of a member in good standing or a retired member, the wife, husband, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents.
3. In the event that the family of the deceased does not wish to have flowers, the comparable sum will be donated to their favourite Charitable fund.
4. a) In special cases, (i.e., fire, flood, emergency medical travel, etc.) members will be given a financial gift from a minimum of five hundred dollars (\$500.00) to a maximum of one thousand, five hundred dollars (\$1,500.00) at the discretion of the Executive Board.
a) When a member runs out of sick credits and is still unable to return to work, one hundred dollars(\$100.00) will be given to them and will be granted and approved monthly to maximum of one thousand dollars (\$1,000.00).
c) Members will be allowed financial assistance up to a maximum of one thousand dollars (\$1,000.00) repayable loan approved by the Executive. The member must sign a promissory note advising wages will be garnisheed if required.
5. On the arrival of a baby within a member's family (husband or wife only), either a fruit basket or floral arrangement, a maximum of fifty (\$50.00) will be sent.
6. A fruit basket will be delivered to our members who are off on long-term illness or disability at Easter, Fall and Christmas. The fruit basket will not exceed fifty dollars (\$50.00)

Date: Feb. 21/07

Supersedes: Oct. 2006 Nov.
2001, March 2001 Dec.
1999, July 1995

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SECTION 21 - ENTERTAINMENT COMMITTEE

This Committee shall be comprised of not less than three (3) members including the chairperson. The Committee shall arrange and conduct all social and recreational functions of the Local Union and shall appoint its own secretary. A copy of all Committee correspondence shall be filed with the Recording Secretary. All reports of this Committee shall be submitted first to the Executive Board, then to the General Membership. It shall be the duty of this Committee, to arrange and conduct all social affairs, picnics, and any such functions as may be directed by the membership.

Annual Fall Social: The annual fall social is to honour the retiring members of our Local. the costs pertaining to the fall social ticket prices are as follows:

- Current and former retirees \$5.00 for retiree and \$5.00 for one guest.
- Current members: 1/2 the price of the cost per plate (including taxes and gratuity) and the same price of 1/2 for one guest.
- All other guests: Full price per plate (including taxes, gratuity and corkage fees).
- Six free tickets at the approval of the table executive
- Free tickets to those Entertainment Committee members and their guest who attend and setup/take down banquet facility
- Music is to be provided by a unionized music establishment

Family Picnic:

- includes retirees. Members in good standing, and their children and step children. Members are allowed to bring up to a maximum of four (4) other family members.

Date: September 2009	Supersedes: Feb. 21/07, Dec.1999, July 1995	Page 1 of 1
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SECTION 22 - HEALTH AND SAFETY COMMITTEE

This Committee shall be comprised of not less than six (6) members including the chairperson. The duties of this Committee shall be:

1. Promote safe working matters and interpret the Safety Policy to the membership.

Representatives of Health & Safety Committee:

1. Three members for the Co-ordinating Committee
 - 1 Schedule A Member
 - 1 Transportation & Works Member
 - 1 Parks Member
2. Four members for the Joint Transportation & Works Committee.
 - Three alternates for the Joint Transportation & Works Committee.
3. Three members for the Joint Parks Committee.
 - Two alternate members for the Joint Parks Committee.
4. Four members for the Joint Schedule A Workers Committee.
 - One alternate member for the Joint Schedule A Workers Committee
5. Four members for the Joint Social Services (Ontario Works) Committee.
6. One member from Volunteer Pool,
 - One member from Churchill Pool
 - One Member from Canada Games Complex
 - One member from 55+ Centre
7. One member from from Grandview Lodge
 - One member from Dawson Court
 - One Member from Pioneer Ridge
8. One member from the Fire & Rescue Service Joint Health & Safety Committee
 - One alternate member from the Fire & Rescue Service Joint Health & Safety Committee

The Union Health & Safety Committee will be composed of all Union Joint Health & Safety Committee Chairs and Members, the Co-Chairpersons from each Joint Health & Safety Committee. They are Joint Schedule A Health & Safety Committee, Parks, Transportation & Works, Social Services (Ontario Works), Aquatics & Fitness, Homes for the Aged, Fire & Rescue Service, and the Co-ordinating Committee.

The Union Chairperson of the Joint Co-ordinating Health & Safety Committee will preside over the Union Health & Safety Committee.

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SECTION 23 - BY-LAWS

This Committee shall consist of not more than two (2) members and a chairperson. It shall be the duty of this Committee to interpret, study, and phrase matters as referred to it by the membership. All monthly reports of this Committee shall be submitted to the Executive Board, then to the general meeting. This Committee shall be empowered to make recommendations concerning by-laws.

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SECTION 24 - WSIB/STD/LTD/REHABILITATION COMMITTEE

The function of this Committee shall be to represent and assist disabled members with STD/LTD claims, duty to accommodate, rehabilitation, WSIB claims and appeals. Furthermore, this Committee shall represent CUPE as part of The Rehabilitation Committee.

Composition: This Committee shall comprise of no less than four (4) members including the Chair. The Chair of this committee will be elected by the membership.

Meeting Attendance:

1. The Chair shall attend all meetings representing Schedule A and B members.
2. A Committee member will accompany the Chair to meetings with the affected member. Whenever possible, the Committee member will be from the same Schedule as the affected member.

Training: All Committee members shall be required to obtain WSIB I and II training as soon as possible within their term.

Date: Nov. 2005	Supersedes: Apr. 2005, Mar. 1996, July 1995	Page 1 of 1
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SECTION 25 - INITIATION FEES AND DUES

1. After completion of thirty (30) days of service, the initiation fee shall not be less than ten dollars (\$10.00) and the dues 2% of the regular earnings, not to include overtime hours worked plus a percentage to cover the wages and benefits of a fulltime president. Any change in the Local Union dues can be made only at a membership meeting when a notice of motion has been given previously, except where the minimum dues are raised by an amendment to the C.U.P.E. Constitution, such notice of motion can be given either at the previous membership meeting or in a circular given to all members at least seven (7) days before the question is to be discussed.
2. The initiation fee for part-time shall not be less than ten dollars (\$10.00) and the dues not less than 2% of regular annual earnings calculated bi-weekly plus a percentage to cover the wages and benefits of a fulltime president.
3. A monthly check and record shall be made by the Secretary-Treasurer of the check-off of union dues, fines and assessments for each employee, and the account submitted by the Municipality.
4. A member on authorized leave-of-absence shall not be required to pay union dues while on such leave, provided the leave is approved by the union. Authorized Leave of Absence shall include; travel, family matters and/or return to post-secondary education. Members accepting non-union positions within the Corporation shall continue to pay union dues. When and if a member requests a leave to work for another employer, other than the Corporation, for a short-term period they shall continue to provide union dues at the current rate by which they commenced the leave. In keeping with the Collective Agreement, members who accept a position beyond the Scope of the Collective Agreement shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in such position outside the agreement, provided the employee concerned returns to a position within the Scope of the Agreement within a period of six (6) months, or in the case of temporary placements caused by illness, injury, or Maternity or Parental Leave, within a period of twelve (12) months.
5. A member who is on a leave of absence without pay as a result of exhausted sick leave credits shall not be required to pay membership dues.
6. No Union membership card will be issued except at a regular meeting and then only after the candidate has taken the obligation.

Date: January 20, 2010	Supersedes: Mar. 18/09, April 2002, March 1999 July 1995	Page 1 of 1
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SECTION 26 - NON PAYMENT OF DUES AND ASSESSMENTS

Any member in arrears for a period of two months may be suspended and shall be reported to the Executive Committee by the Secretary -Treasurer. The Executive Board shall report to the general meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application pay a reinstatement fee of five dollars (\$5.00) plus any dues and assessments in arrears. This money will be returned if the application for reinstatement is refused. If the member fails to seek reinstatement, the Secretary-Treasurer will report to the Secretary who will inform the City Clerk that the said member is no longer a member of the Union.

Date: July 1995	Supersedes:	Page 1 of 1
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SECTION 27 - VOTING OF FUNDS

1. Except for ordinary expenses and bills as approved at the general membership meeting and except for those payments specifically covered in subsequent paragraphs, no sum over twenty-five dollars (\$25.00) shall be voted for the purpose of a grant or a contribution of any member or cause within C.U.P.E. except by a notice of motion given in writing and dealt with at the following general meeting. No sum over ten dollars (\$10.00) shall be voted for the purpose of a grant or contribution to any cause outside C.U.P.E. except by a notice of motion.
2. When a member **retires** from active service he or she will be presented with the sum of one hundred and fifty dollars (\$150.00) from the Union funds, an Honourary retirement card and jacket with an approximate value of \$100.00.
3. Disabled member unable to return to work shall receive \$200.00.
4. The family of a member who expires before retirement shall receive \$200.00.
5. The Local purchase and present a gift, the value of which is not to exceed one hundred dollars (\$100.00), for retiring members who have been active on the Executive or Committees of the Local, upon the recommendation of the Executive.
6. Donations to striking Locals shall be a minimum of twenty-five dollars (\$25.00) and a maximum of one hundred dollars (\$100.00). In special circumstances, upon the recommendation of the Executive and approval of the membership, the maximum allowable will be five hundred dollars (\$500.00). Charitable donations shall be from ten dollars (\$10.00) to fifty dollars (\$50.00) as recommended and approved by the membership.
7. There will be (12) \$100.00 donations, made to charities in the month of January of each year. These 12 charities will be recommended by the Executive Board and approved at the January Membership Meeting.
8. A donation of \$100.00 will be given to the Cystic Fibrosis Telethon at the Annual Mother's Day telecast (in May of each year).
9. The Secretary Treasurer will purchase 25 (twenty-five), \$20.00 (twenty) grocery gift certificates, to be drawn at the Membership Meetings preceding Easter and Thanksgiving and at the December Membership Meeting. Refreshments will also be purchased for coffee/donuts/cake for the December Membership Meeting only.
10. There will be large wreaths purchased for the cenotaph services on Remembrance Day purchased from the Legion Branches. A large wreath will be purchased for the Aboriginal Remembrance Day Services held on Mount McKay.

Date: Nov./08	Supersedes: Nov. 2002, Mar. 2001 Jan. 2000, July 1995	Page 1 of 1
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SECTION 28 - DELEGATES TO CONVENTIONS

For elections to Conferences, Conventions and Schools, where the election has been posted on the membership meeting notice, and where quorum at a regular membership meeting is not reached, delegates will be elected by the Executive. Health & Safety Conferences are excluded as the Health & Safety Conferences have their own prerequisites.

As of 2003, delegate entitlements are increasing at Conventions, Conferences, Schools. When the call is received for any of these events, the Executive will determine the number of delegates to attend, taking into account the current finances of the Local.

1. CUPE Local 87 will send delegates to the following Conventions:
 - a) Canadian Labour Congress
 - b) Ontario Federation of Labour
 - c) National Convention of the Canadian Union of Public Employees
 - d) Ontario Division Convention of the Canadian Union of Public Employees
 - e) Ontario Municipal Employees Co-ordinating Committee of the Canadian Union of Public Employees
 - f) Lakehead and District Council of CUPE
 - g) Social Service Workers Co-ordinating Committee
 - h) International Labour Counciland any other convention approved by a vote of the membership.

2. Delegates to:

A) The Canadian Labour Congress: (1 delegate to attend)

- a) the President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.

B) The Ontario Federation of Labour (3 delegates to attend):

- a) the President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
- b) Executive members, elected from the floor by the membership. In the event that there are not enough executive members who wish to stand for election, to fill the positions, these positions will be filled by:
- c) Committee members, elected from the floor by the membership. In the event that there are not enough committee members who wish to stand for election, to fill the positions, these positions will be filled by:
- d) Members elected from the floor by the membership.

Date: December 2007

Supersedes: June 2003, Jan.
2000, July 1995

Page 1 of 4

SECTION 28 CONTINUED

C) The National Convention of the Canadian Union of Public Employees (4 delegates to attend):

- a) The President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
- b) Executive members, elected from the floor by the membership. In the event that there are not enough executive members who wish to stand for election, to fill the positions, these positions will be filled by:
 - i) Committee members, elected from the floor by the membership. In the event that there are not enough committee members who wish to stand for election, to fill the positions, these positions will be filled by:
 - ii) Members elected from the floor by the membership.

D) The Ontario Division Convention of the Canadian Union of Public Employees (7 delegates to attend):

- a) The President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
- b) Executive members, elected from the floor by the membership. In the event that there are not enough executive members who wish to stand for election, to fill the positions, these positions will be filled by:
 - i) Committee members, elected from the floor by the membership. In the event that there are not enough committee members who wish to stand for election, to fill the positions, these positions will be filled by:
 - ii) Members elected from the floor by the membership.

E) The Ontario Municipal Employees Co-Ordinating Committee of CUPE:

- a) The President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.

Date: June 2003	Supersedes: Dec. 1999, July 1995	Page 2 of 4
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SECTION 28 O.M.E.C.C. CONTINUED

- b) The Chairs of the Schedule A and Schedule B Negotiation Committees, and Thunder Bay District Social Services Members' Chairperson automatically be elected to attend the Conference. If the Chair(S) cannot attend, an elected Schedule A and/or B or Thunder Bay District Social Services Committee member be elected to attend in their place.
 - i) If a Schedule A Committee member cannot attend, then an elected Schedule B Committee member attend in their place and respectively, if a Schedule B Committee member cannot attend, an elected Schedule A member be elected to attend in place of the Schedule B Member.
 - ii) In the event none of the Negotiating Committee members are able to attend, member(s) of the Executive be elected to attend.
- c) Cupe 87 representative for Area 1B: From the delegates selected to go to the OMECC Convention, one member will be chosen to run for the position of OMECC Representative for Area 1B (Northwestern Ontario).

If a member of CUPE 87 is the Area 1B representative at the time of the elections for OMECC, and it is their intention to stand for re-election for Area 1B representative, they will be given the credential for the schedule group they represent (A or B).

F) The Lakehead and District Council of Cupe (maximum 30 delegates, when held outside the City of Thunder Bay):

G) Social Service Workers Co-ordinating Committee

- a) The President. If the President is unable to attend, the Vice-President shall go in their place. If the Vice-President is unable to attend, the Executive Board will elect an executive member to go in their place.
- b) One member from Schedule "A" sector of the Negotiating Committee who is a member working in the Social Services Division. In the event that there is not a member of the Negotiating Committee from the Social Services Division, a member from the Social Service Division will be elected from the floor. One member from Childcare and one member from Housing will be elected from the floor to represent their division at S.S.W.C.C.

H) The International Labour Council Conference (2 delegates to attend)

- a) The President. If the President is unable to attend, the Vice-President shall go in their place. If the Vice-President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
- b) Executive member elected from the floor by the Membership. In the event there are not enough Executive members who wish to stand for election, the position will be filled by:
 - i) Committee member elected from the floor by the Membership. In the event that there are not enough committee members who wish to stand for election, the position will be filled by: ii) Members elected from the floor by the Membership.

I) Health and Safety National (5 delegates to attend)

- a) The President of the Local automatically be elected to attend as one (1) of the five (5) delegates. If the President is unable to attend, for whatever reason, the Vice-President shall go in their place.
- b) The Chair of the CUPE Health & Safety Committee automatically be elected to attend as one (1) of the four (4) delegates. If the Chair chooses not to attend, for whatever reason, then the one (1) delegate shall be elected from the Membership floor.
- c) Three (3) Joint Health and Safety Committee delegates nominated shall be elected from the Membership floor. In the event there are not enough Joint Health and Safety Committee members to stand for election, to fill the position, Executive members will be elected, with preference to those who sit on the Joint Health and Safety Committees, if not, Executive members in general.
- d) In the event quorum at a regular membership meeting is not met to elect members for the Health & Safety Conference, the Health and Safety Committee will elect four (4) members based on having attended four (4) C.U.P.E. health and safety meetings in the last twelve (12) months.

Date: Feb. 17, 2010	Supersedes: Feb. 21/07, Dec. 2003, Nov./04, Dec. 2002, Sept. 2002, Sept. 2001 Jan. 2000 Dec. 1999 Nov., 1997, Mar. 1990, July 1995	Page 3 of 4
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SECTION 28 HEALTH & SAFETY CONTINUED

1) Health & Safety Provincial (7 delegates to attend)

- a) The President of the Local automatically be elected to attend as one (1) of the seven (7) delegates. If the President is unable to attend, for whatever reason, the Vice-President shall go in their place.
- b) The Chair of the CUPE Health & Safety Committee and the Chair of the WSIB/LTD/STD Committee automatically be elected to attend as one (1) each of the six (6) delegates. If the Chair chooses not to attend, for whatever reason, then the one (1) delegate for either Committee shall be elected from the Membership floor.
- c) Three (3) Joint Health and Safety Committee delegates and one (1) WSIB/LTD/STD Committee delegate nominated shall be elected from the Membership floor. In the event there are not enough Joint Committee members to stand for election, to fill the position, Executive members will be elected, with preference to those who sit on the Joint Health and Safety Committees, if not, Executive members in general.
- d) In the event quorum at a regular membership meeting is not met to elect members for the Health & Safety Conference, the Health and Safety Committee and WSIB/LTD/STD Committee will elect four (4) members based on having attended four (4) health and safety meetings or WSIB/LTD/STD meetings in the last 12 months.

Date: Feb. 2007	Supersedes: Dec., 2003 Nov./04, Dec. 2002, Sept. 2002, Sept. 2001 Jan. 2000 Dec. 1999 Nov., 1997, Mar. 1990, July 1995	Page 4 of 4
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SECTION 28 CONTINUED

Elections shall be from the floor of the membership meeting.

1. All delegates attending any convention, school, or seminar held outside a four hundred (400) mile or kilometre equivalent radius of the City of Thunder Bay, shall be paid transportation expense at the economy tourist or coach rate thirty five dollars (\$35.00) for ground transportation if required and a per diem allowance that includes the cost of a single room plus the per diem allowance of seventy dollars (\$70.00)
2. All delegates attending any convention, school or seminar held within a four hundred mile (400) or kilometre equivalent radius of the City of Thunder Bay, shall be paid transportation expenses at economy tourist or coach rate, fifteen dollars (\$15.00) for ground transportation if required and a per diem allowance that includes the costs of a single room plus the per diem allowance of fifty dollars (\$50.00).

Meal Per Diems:

3. (A) All delegates attending any school, or convention or seminar, etc. in Thunder Bay shall be paid a meal allowance of ten dollars for breakfast/lunch and fifteen dollars for dinner unless completely funded.

(b) All delegates attending a school, convention or seminar, etc. outside Thunder Bay will not receive a fifteen dollars (\$15.00) per diem allowance if they are completely funded.
4. Any member who allows his name **to stand for election** to a CLC, OFL, CUPE National, CUPE Ontario Convention, Schools, Seminar etc. must have 50% attendance at regular membership meetings within the past twelve (12) months which includes the meeting they are presently attending (see #7 for in town schools provided by the CLC/OFL and all schools for the Lakehead and District CUPE Council..
5. All delegates elected to a convention, school, seminar, conference, workshop, etc. shall be **liable for their registration** fee if they do not present a valid reason for not attending said convention, school, seminar, etc.
6. All elected delegates are **expected to attend** conventions, schools, seminars etc. for their duration and a written report presented to the membership within two months to a membership meeting.
7. Any delegate elected to a CLC/OFL school, seminar, workshop, etc. sponsored by the Thunder Bay & District Labour Council and/or Lakehead and District CUPE Council held in Kenora, Fort Frances or Thunder Bay, not covered by 50 % meeting requirement of the By-laws must be a **member in good standing** and have an honest interest in learning about their union to attend their first one then after that must have three (3) meetings (regular membership meetings) in the past year including the meeting presently in attendance in the past 12 months to their credit.

Observers:

One observer will be sent to the to the Ontario Division Convention of the Canadian Union of Public Employees.

To be eligible to stand for election as an observer, the member must be a member of an executive committee and not have attended a major convention as a representative of Cupe Local 87.

Date: June 2, 2006	Supersedes: March 2001, July 1995	Page 5 of 5
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SECTION 29 - NOMINATIONS FOR ELECTIONS TO THE EXECUTIVE BOARD AND THE NEGOTIATING COMMITTEES

All those **ELIGIBLE** for nominations shall have been members for at least twelve (12) months. No nominations shall be accepted unless the member is in attendance at the nomination and election meeting or has allowed to be filed prior to such meeting, his or her consent in writing and duly witnessed by another member. No member shall be eligible for nominations if more than thirty (30) days in arrears of dues or assessments. No member may be elected to more than one office. **To be eligible for an Executive Board position and/or to sit on the Negotiating Committee, a member shall have attended at least fifty (50%) percent of the regular meetings held in the previous twelve months.** Nothing contained in this article shall be deemed to conflict with the provisions of the CUPE Constitution.

Nominations for the positions of **President** (every two years), Schedule A Grievance Chairperson, Schedule B Grievance Chairperson, Recording Secretary and Secretary-Treasurer (every two years) will be held on the **3rd Wednesday in October** at the regular monthly membership meeting.

Nominations for the positions of **Negotiating Chairperson Schedule A, Negotiating Chairperson Schedule B, Negotiating Chairperson DSSAB** and the Negotiating Committees shall be held no later than the **3rd Wednesday** of the third monthly Membership Meeting following the ratification of the current collective agreement.

Nominations for all remaining officers of the Executive Board and Committee Members will be held on the **3rd Wednesday in December** at the regular monthly membership meeting.

Date: Dec./08	Supersedes: Feb. 2007, July 1995	Page 1 of 1
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SECTION - 30 - ELECTIONS

1. For the purpose of conducting all elections, the President shall (subject to the approval of the membership at the regular December meeting of each year), appoint Nominating Officer and assistant(s) who shall be members in good standing and not candidates for office.
2. The Nominating Officer and his assistant(s) shall have full responsibility for the receiving of nominations conducting the elections as set out in these by-laws. The Nominating Officer shall make his report only to the meeting at a time appointed. This committee shall be paid on the same basis as standing committees.
3. The Nominating Officer shall be responsible for the issuing and receiving of the ballots to and from the members.
4. The **PRESIDENT** shall be elected for a two year term by secret ballots cast on the **third (3rd) Wednesday in November** between the hours of 8:00 a.m. to 8:00 p.m. (at the CUPE Local 87 office) with the Sergeant at Arms, Recording Secretary and the National Representative or designate to scrutinize. In the event that nobody meets the 50% plus one then a run off on the third (3rd) Wednesday in **December** will be held in the same manner.
5. The election of the **Schedule A/B Grievance Chairpersons, Recording Secretary and Secretary Treasurer** shall be elected for a two (2) year term on the **third (3rd) Wednesday of November at 7:30 p.m. at the regular membership meeting.** The method of election will be by secret ballot.
6. **All remaining Officers of the Executive Board and Committee members** shall be elected for a two (2) year term on the **third (3rd) Wednesday in December** each year at **7:30 p.m. at the regular membership meeting.** The Officers of the Executive Board shall be elected by a simple majority (50%) plus one vote.
7. Election of the Negotiating committees including DSSAB shall be held the same night as their nominations, on the **3rd Wednesday** of the month, no later than three months following ratification of the current collective agreement.
8. All other Committee members and delegates to conventions, schools, seminars, etc. shall be elected by plurality vote (the greatest number of votes).
9. Immediately following the close of voting, the Nominating Officer and his/her assistant(s) shall count the ballots and upon completion, the Nominating Officer shall announce to the membership that he or she is ready to report. His report shall be made immediately.

Date: Dec./08	Supersedes: Feb. 2007, Housekeeping Change, March 2001), July 1995	Page 1 of 2
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ELECTIONS 30 ELECTIONS - CONTINUED

10. Candidates receiving less than 5% of the total vote will be dropped from the next ballot.
11. Any candidate may appeal for a recount of the votes for whichever office he or she was a candidate, or the meeting itself, without an appeal, may order a recount of any or all elections, provided however, that in either instance two-thirds (2/3) of the members present at the meeting shall vote in favour of such recount, such recount to be taken immediately and prior to the election of any other office.
12. Voting to fill one office shall be conducted and completed and recounts dealt with before balloting may begin to fill another office.
13. A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken if necessary to obtain such a majority, on the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote the presiding officer shall cast the deciding vote.
14. Elections of Health & Safety Committee:
Elections will be conducted in the following order:
 1. Three members for the Co-ordinating Committee
 - 1 Schedule A Member
 - 1 Transportation & Works Member
 - 1 Parks Member
 2. Four members for the Joint Transportation & Works Committee.
Three alternate members for the Joint Transportation & Works Committee.
 3. Three members for the Joint Parks Committee.
Two alternate members for the Joint Parks Committee.
 4. Four members for the Joint Schedule A Workers Committee (1 alternate)
 5. Four members for the Joint Social Services (Ontario Works) Committee.
 6. One member for the Joint Aquatics & Fitness Committee.
One alternate member for the Joint Aquatics & Fitness Committee.
 7. One member for the Joint Homes for the Aged Committee.
One alternate member for the Joint Homes for the Aged Committee.
15. Any unfilled vacancies resulting from elections will automatically be carried over to the meeting notice for the following month.

Date: June 2008 (ref. Sec. 22
on Item #14)

Supersedes: December 1999,
July 1995

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SECTION 31 - INSTALLATION OF OFFICERS

All duly elected Officers shall be installed within one month after being elected and shall continue in office for the term.

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SECTION 32 - INTERPRETATION

Whenever the masculine pronoun has been used throughout these By-laws, it shall be taken to include the feminine gender where the context allows.

Date: July 1995	Supersedes:	Page: 1 of 1
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SECTION 33 - AMENDMENTS AND NEW BY-LAWS

These by-laws shall not be suspended or amended unless:

1. A written notice of motion is presented at a regular membership meeting.
2. Referred to the By-laws Committee for consideration and report.
3. Recommendations of the By-laws Committee shall be dealt with at a regular meeting called for that purpose and in accordance with Article B7 of the National Constitution.
4. All by-law changes shall be edited as amended and distributed to the Executive Automatically by the By-Law Chairperson. The membership may request from the Secretary or the By-Laws Chairperson copies of changes to the By-laws after they have been approved by the National. Notice of such changes shall be put on the regular membership meeting notice. An updated copy of the By-laws shall be kept on file in the Local's office.

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SECTION 34 - ORDER OF BUSINESS

1. Call Meeting to Order
2. Roll Call of Officers
3. Reading of Equity Statement
4. Acceptance and Initiation of New Members
5. ADOPTION OF MINUTES
Previous Membership Mtg.
Executive Minutes
6. Bylaws
7. Control Clerk
8. Elections
9. Entertainment
10. Financial/Bills
11. Schedule A Grievance
12. Schedule B Grievance
13. Health & Safety, including WCB/STD/LTD
14. Schedule A Negotiations
15. Schedule B Negotiations
16. Joint Negotiation
17. DSSAB Correspondence/Reports/Negotiations
18. Pension
19. Political Action
20. Research
21. Sick & Welfare
22. Trustees
23. EFAP
24. Member's Education
25. Aboriginal Council
26. President's Report
27. Vice-President's Report
28. Other Correspondence
29. Unfinished Business
30. New Business
31. Good of the Union
32. Adjournment

Date: April 2009

Supersedes: Dec./08,
Nov./08, Mar. 2008,
Sept. 2001, July 1995

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SECTION 35 - RULES OF ORDER

This Union shall be governed by the rules of order as established by the National Constitution of C.U.P.E.

1. The President, or in their absence, the Vice-President, shall, take the Chair at the time specified, at all regular or special meetings. In the absence of the President, and the Vice-President, a President protem shall be chosen by the Union. The Secretary shall call the meeting to order, and then a President protem shall be chosen by those present at the meeting.
2. The President shall state every question coming before the Union, and before allowing debate thereon, and immediately before putting it to a vote, shall ask "Is the Union ready for the question?". Should no member rise to speak, and the Union indicates readiness, the question shall be then put. After the President has risen, no member shall be permitted to speak upon it.
3. A motion to be entertained by the Presiding Officer must be seconded and the mover as well as the seconder must rise and be recognized by the Chair.
4. A motion to amend, or 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 shall be in order which is a direct negative of the resolution.
5. On motion, the regular order of business may be suspended by a two thirds vote of those present to deal with any urgent business.
6. All resolutions and motions other than those named in Rule 17, or 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 Union.
7. At the request of any Member, and upon a majority vote of those present, a question may be divided where the sense will admit.
8. Any member having made a motion can withdraw it with the consent of the seconder but a motion once debated cannot be withdrawn except by a majority vote of those present.
9. When a Member desires to speak on a question or Officer on a motion, he shall rise in his place, identify himself or herself, and respectfully address the Presiding Officer, but shall not proceed further until recognized by the Chair, except to state that he or she rises to a point of order or on a request of privilege.

SECTION 35 - RULES OF ORDER CONTINUED

10. When two or more Members rise at the same time to speak, the Presiding Officer shall decide which one is entitled to the floor.
11. Every Member, while speaking, shall adhere to the question under debate, avoid all personal indecorous, or offensive language, as well as any reflection of the Union or any Member thereof.
12. If a Member, while speaking, is called to order, he or she shall cease speaking until the point is determined, then, if decided in order, he or she may again proceed.
13. No sectarian discussion (that is to say religious discussion) shall be permitted in the meeting at any time.
14. The Chairperson of a Committee making a report or the mover or seconder of a resolution shall speak no more than ten minutes (10) and any Member no more than five minutes (5) at any one time or more than once on the same question until all Members wishing to speak have had an opportunity to do so, then he or she may be allowed to speak a second time by permission of the Chair.
15. The President shall not take part in the debate while presiding, but may yield the Chair to the Vice-President in order to speak on any question before the Union, or to introduce a new question.
16. The Presiding Officer shall have the same rights as other Members to vote on any questions. In case of a tie, he or she may cast the deciding vote, or, if he or she chooses, refrain from voting, in which case the motion does not prevail and the decision is in the negative.
17. When a question has been put, no motion shall be in order except:
 - A. To adjourn.
 - B. To move the previous question.
 - C. To lay on the table.
 - D. To postpone for a definite time.
 - E. To refer.
 - F. To divide or amend.

Which motions shall have precedence in order named. The first three of these shall be decided without debate.

SECTION 35 - RULES OF ORDER CONTINUED

18. A motion for the previous question, when regularly moved, and seconded shall be put in this form: "Shall the main question be now put?". If adopted, the Presiding Officer 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 amendment is adopted, the original resolution, as amended shall be put to the Union.
19. A motion to adjourn is in order except:
 - A. When a member has the floor.
 - B. When Members are voting.
20. A motion to adjourn having been put and lost shall not be in order again, if there is further business before the Union, until fifteen minutes (15) have elapsed.
21. Before the Presiding Officer declares the vote on a question or after a vote has been declared lost or carried by accumulation, and before the Union 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.
22. If any Member shall feel himself or herself personally aggrieved by the decision of the Chair, he or she may appeal to the Union from such decision.
23. When the decision of the Presiding Officer is appealed from, he or she shall state his or her decision, and the reasons therefore, from the Chair. The party appealing therefrom shall briefly state the reason for the appealing, after which, without further debate, the question shall be put thus: "Shall the decision of the Chair stand as the decision of the Union?". It shall require a majority vote to sustain such an appeal.
24. 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.
25. No Member shall enter or leave a meeting during the reading of the minutes, initiation of new members, installation of Officers, or taking a vote, and no Member shall be allowed to leave without permission of the President.
26. All business done in the Union, shall be strictly secret to all outside the Union.

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