
CANADIAN UNION OF PUBLIC EMPLOYEES



LOCAL 57 BYLAWS

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PREAMBLE

In order to improve the social and economic welfare of its members 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 the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 - NAME

The name of this Local shall be:

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 57, SERVICE AND CLERICAL UNITS
(Guelph General Hospital).

SECTION 2 - OBJECTIVES

The objectives of the Local are to:

- 2.1. To unite in one organization, regardless of religion, creed, race, colour, nationality, ancestry, place or origin, sex, sexual orientation, marital status, age, political affiliation, ability or disability, all of the employees under the jurisdiction of this Local.
- 2.2. Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers.
- 2.3. Support CUPE in reaching the goals set out in Article II of the CUPE Constitution.
- 2.4. Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
- 2.5. Encourage the settlement by negotiation and mediation of all disputes between the members and their employer.
- 2.6. To protect and improve the health and safety and the general working conditions in the workplace.

SECTION 3 - INTERPRETATION AND DEFINITIONS

- 3.1 Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the current CUPE Constitution which should be read in conjunction with these bylaws.
- 3.2 National Office refers to CUPE headquarters, Ottawa and the abbreviation CUPE is always with a national connotation, unless stated otherwise.

SECTION 4 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL

- 4.1 Regular membership meetings shall be held the third Tuesday of the month at 1900 hours and must adjourn no later than 2100 hours with the exception of two months, July and August when meetings will be cancelled. The executive shall give a week's notice of any change in the date and time of the general membership meeting. Hybrid meetings will be held both in person and online, provides for two-way communication between remote participants and in-person participants, but does not include a voting option for people joining remotely.
- 4.2 Special membership meetings may be ordered by the Executive Board or requested in writing by not fewer than 10 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.
- 4.3 A quorum for the transaction of business at any regular or special meeting shall be 10 members, including at least two (2) members of the Executive Board.
- 4.4 The National Representative(s) National Officers and retirees shall have the right of attendance and voice, but no vote, at all Local 57 meetings.
- 4.5 The order of business at regular membership meetings is as follows:
1. Call to order
 2. Roll Call of Officers
 3. Reading the Equality Statement and the Land Acknowledgement
 4. Voting on new members and Initiation
 5. Reading of Minutes of previous meeting
 6. Matters Arising Out of the Minutes
 7. Treasurer's report
 8. Communications and Bills
 9. Executive Board Report
 10. Reports of committees and delegates
 11. Nominations, Elections, or Installations
 12. Unfinished business
 13. New business
 14. Good of the Union
 15. Adjournment

SECTION 5 – VOTING OF FUNDS

- 5.1 Except for the ordinary expenses and bills, no sum over five hundred (\$500.00) shall be spent without membership approval at a regular general membership meeting. Sums under five hundred dollars (\$500.00) may be approved by the executive. If issues arise before the next general membership meeting, that must be dealt with in a timely manner, the executive shall be empowered to do so and be reported on at the next general membership meeting.

- 5.2 The funds of the local union shall not be divided, donated or disbursed in whole or in part among individual members of the Union. These funds can only be used for valid local union purposes in keeping with the strict intent of these by-laws and the National Constitution.

(Art. B.1.2 & B.4.4)

SECTION 6 - OFFICERS

- 6.1 The officers of the Local shall be:
- a) President
 - b) Vice-President
 - c) Secretary Treasurer
 - d) Recording Secretary
 - e) Chief Steward
 - f) Trustees (three)
 - g) Stewards (four)
- 6.2 All Officers shall be elected by the membership for a term of three (3) years in accordance with these by-laws and as set out in Section 13.3.

SECTION 7 - EXECUTIVE BOARD

- 7.1 The Executive Board shall comprise all Officers, except Trustees and Stewards and shall include the designated representatives of Local 57 on any ad hoc committee(s) and on any standing committee(s) provided for in the collective agreement(s) that are not specifically provided for in section 16 of these by-laws.
- 7.2 The Board shall meet at least once every month before the General Meeting.
- 7.3 A majority of the Board constitutes a quorum.
- 7.4 The Executive officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having such proposition approved.
- 7.5 The Board shall do the work delegated to it by the Local and deal with all grievances of members as submitted to the board in 'Reports of The Grievance Committee.' The board shall be held responsible for the proper and effective functioning of the Grievance Committee.
- 7.6 Any and all charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- 7.7 Article B.2.5 of the National Constitution provides that if an Officer fails to attend three (3) consecutive membership meetings or three (3) regular Executive meetings without good and sufficient reason. Their office will be declared vacant and filled at the next meeting.

- 7.8 Article B.2.5 of the National Constitution provides that if a Steward fails to attend three (3) consecutive membership meetings without good and sufficient reason. Their office will be declared vacant and filled at the next meeting. I cannot consider a higher threshold of four regular board meetings,
- 7.9 The Executive Board members shall hold office until their successors have been elected except as provided in section 7.7.
- 7.10 Two designated signing officers (President and Treasurer) must sign all cheques, and all signing officers must qualify for bonding. In the event of the absence due to unavailability of the President, the Vice-President will be a signing officer.

SECTION 8 - DUTIES OF OFFICERS

All signing Officers of Local 57 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing Authority.

8.1 President:

The President shall:

- Function as the Chief Executive Officer of the Local and shall exercise supervision over the Local.
- Be a signatory to all official documents, shall be one of two (2) signatories for all orders on the treasury and shall be bondable and as provided in Section 7.10.
- Be the official spokesperson for the Local with the media or may designate these duties.
- Enforce the CUPE Constitution and the By-Laws of Local 57;
- Preside at all General and Special membership and Executive Board meetings and preserve order;
- Decide all points of order and procedure (subject always to appeal to the membership);
- Have a vote on all matters (except appeals against their rulings) and in case of a tie vote in any matter, excluding elections, have the right to cast an additional vote to break the tie;
- Ensure that all officers perform their assigned duties;
- Fill committee vacancies where elections are not provided for;
- Introduce new members and conduct them through the initiation ceremony;
- Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- Be allowed necessary funds, not to exceed one hundred dollars (\$100.00) monthly to re-imburse themselves or any officer for expense.

- Have first preference as a delegate to the CUPE National Convention (Article B.3.1) the Ontario Division, and any other conferences, seminars or conventions.
- Be an ex officio member of all committees.
- Be in attendance at all arbitration hearings of the local union.
- Shall take the necessary leaves of absence to attend to the affairs of the local Union and shall approve the necessary paid leaves of absence for other officers or members to attend to the affairs of the local Union.
- Shall be in attendance at all collective bargaining meetings of the local Union.
- On termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.2 Vice- President

The Vice-President shall:

- Perform all duties of the President if the President is absent or incapacitated.
- If the office of President falls vacant, shall fill remaining term of office until a new President is elected in accordance with Section 13.4.
- Be Chair at Executive Board Meetings.
- Render assistance to any member of the Board as directed by the Board.
- To perform orientation of all new members and collect initiation fees.
- Shall have signing power of cheques as provided in Section 7.10
- On termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.3 Secretary-Treasurer

The Treasurer shall:

- Shall be one of two (2) signatories for all orders on the treasury.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitutions, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union. Distribute membership cards at monthly meeting.
- Prepare all CUPE National per capita tax forms and remit payment no later than the 15th day of each month to the National Union. Remit payment to all

other affiliates and labour organizations.

- Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- Make a written financial reports in writing to each regular membership meeting, detailing all income and expenditures for a time period.
- Be bonded for not less than \$50,000.00 by the CUPE blanket bond (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer) through the master bond held by the National Office. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a voucher duly signed by the President or the Vice-President in accordance with Section 6.10 except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Advise the Executive Board of the progress of the semi-annual audit by the Trustees; advise the Executive Board immediately if the Trustees have not been able to either undertake or complete their audit in the time period set out above.
- Make available for viewing to the Executive Board and the Trustees the lost time wages of members for the previous month and the Union dues check-off list for the previous month.
- Provide the Trustees promptly with the financial records and any information they may need to complete the audit report forms supplied by CUPE;
- Notify all members who are one month in arrears and report to the Board all members two or more months in arrears in the payment of union dues;
- Throughout their term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as the records and supporting documents for all income received by the Local Union;
- On termination of office, surrender all books, records and other properties of the Local to their successor.

(B.3.4. to B.3.9)

8.4 Recording Secretary

The Recording Secretary shall:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings), and the written financial report (membership meetings) presented by the Secretary – Treasurer. The record will also include the Trustees' report.
- Record all motions with the movers and seconders names in the minutes book of the local.
- Shall refer all relevant correspondence to the appropriate Union Officer without delay.
- Record all alterations in the bylaws under separate cover, and promptly forward any amendments passed by the members to the National Office of CUPE for approval with a copy to the assigned National Representative.
- Answer the correspondence and fulfil other secretarial duties as directed by the President.
- File a copy of all letters sent out and keep on file all communications.
- Prepare and distribute all circular and notices to members.
- Have all books and papers ready on reasonable notice for Auditors and Trustees.
- Preside over membership and Board meetings in the absence of both the President and the Vice-President
- Keep the President of the Local apprised of any and all correspondence received that may concern the Local
- Pick up all CUPE job postings from the Personnel Department for review and file.
- This duty may be delegated to any other Executive Board member by the Recording Secretary.
- On termination of office, surrender all books, records and other properties of the Local to their successor.

(B.3.4. to B.3.9)

8.5 Trustees

The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees semi-annually.

- As soon as possible after assuming their office as a trustee must attend any CUPE education courses for financial officers or trustees as determined by the Executive Board.
- Make a written report of their findings to the first membership meeting following the completion of each audit;
- Submit in writing to the President and the Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner.
- Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports are made to the membership;
- Audit the record of attendance;
- Inspect at least twice a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;
- Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and the Secretary –Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees.

(Articles B.3.10. to B. 3.12)

- As per Article B.3.12 d) of the national Constitution, the Trustees will also provide a copy of the completed audit report to the assigned national representative.
- On termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.6 Chief Steward

The Chief Steward shall:

- Be familiar with all of the collective agreements of the Units of the Local
- Provide counsel, advice and assistance to the stewards in writing, negotiating and settling grievances up to the final step of the grievance.
- Must have completed Stewards training
- Attend any grievance meetings as required.
- Give a report at the General Monthly Meetings.
- Be the chairperson of the Stewards monthly meetings.

- Oversee department Stewards.
- Be responsible for the convening of steward training courses for the stewards in consultation with the Executive Board.
- Attend Step Three Grievance Meetings.
- Attend Executive Board monthly meeting.
- Make a recommendation to the Executive Board for any grievance to either proceed or not proceed to arbitration.

Act as Sergeant-at-Arms and perform the following:

- a) Guard all books and papers at the membership meeting and admit no one but members in good standing and officials of CUPE, except on the order of the President and by consent of the members.
- b) Not permit any person to retire from the meeting without permission.
- c) Obtain the names of all those awaiting initiation and report these to the Chair.
- d) Perform such other duties as may be directed by the Executive Board from time to time.
- On termination of office, surrender all books, papers or other property of the Union to the Officer's successor.

8.7 STEWARDS

The stewards shall:

- Be familiar with the collective agreements in the Units they represent.
- Attend Stewards training within four months of taking the position or position will be considered vacant.
- No Out-of-Pocket Expenses will be paid until the Steward training is complete.
- Must deal with all complaints and grievances in the initial stages that occur within their own zones.

SECTION 9 – UNION ADMINISTRATION AND RESPONSIBILITY

9.1 The highest legislative and policy forming body and authority of the Local Union shall be the General Membership Meeting.

9.2 Between General Membership Meetings the highest authority shall be the Executive Board.

SECTION 10 – OUT OF POCKET EXPENSES

Out of pocket expense allowance shall be paid monthly in arrears to members of the Executive and quarterly in arrears to stewards in the months of March, June, September and December of each year for each full month completed in office.

President	\$200.00
Vice-President	\$125.00
Secretary Treasurer	\$125.00
Recording Secretary	\$125.00
Chief Steward	\$125.00
Steward	\$50.00
Social Committee	\$15.00

SECTION 11 - FEES, DUES, AND ASSESSMENTS

- 11.1 Each application for membership in the Local shall be directed to the Secretary-Treasurer.
- 11.2 The monthly dues shall be one point seven five (1.75%) of regular pay.
- 11.3 Changes in the in the monthly dues, or the levying of any special assessment, can be affected only by following the procedure for amendment of these by-laws with the additional provision that the vote must be a secret ballot.
- 11.4 Notwithstanding the above provisions, if the CUPE Convention raises the 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.

SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS

- 12.1 Any member in arrears for a period of three (3) months or more shall be automatically suspended and their suspension shall be reported to the Executive Board by the Secretary-Treasurer.
- 12.2 The Executive Board shall report to the next membership meeting with a recommendation.
- 12.3 Any member under suspension wishing to be reinstated shall, upon application, pay any dues and assessments in arrears. This money will be returned if the application is rejected.
- 12.4 If a member has been unemployed or unable to work because of sickness, ~~he~~ they may not be required to pay their arrears.

(Article B.11.1)
- 12.5 A member who is off work either receiving or awaiting receipt of Long-Term Disability or W.S.I.B. benefits, on maternity, parental or adoption leave and not receiving pay from their employer shall continue to be considered to be a member in good standing and shall not be required to pay Union dues for the duration of their absence from work.

SECTION 13 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

13.1 NOMINATIONS FOR ELECTIONS

- a) Nominations will be submitted and accepted at the regular membership meeting in September for all elected offices. No further nominations shall be accepted after the September nomination membership meeting. Elections will take place at the following Regular Monthly Meeting in October.
- b) No nomination shall be accepted unless the member is in attendance at the nomination meeting or has allowed to be filed at such meeting their consent in writing and duly witnessed by another member.

13.2 ELECTIONS

- a) For the purpose of conducting the elections, tellers shall be appointed. They shall be members in good standing and not candidates for office.

The Executive Board appointing a chairman, assistants, and tellers should be done subject to the approval of the membership. Also, the requirement the Officers and candidates for office cannot serve in these capacities should appear here.

The tellers shall be appointed by the chairman of election, and they shall be responsible for all procedures of balloting under the direction of the chairman of elections.

- b) The elections shall be held at the October regular membership meeting every year. The method of election shall be by secret ballot. Immediately following the close of voting, the chairman of elections and their assistants shall proceed to count the ballots and upon completion of same the chairman of elections shall notify the members that he is ready to report, and their report shall be made immediately.
- c) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the members ballot shall be declared spoiled.
- d) Any candidate may appeal for a recount of the votes for whichever office they were a candidate, or the meeting itself, without an appeal may order a recount of any or all elections provided, however, that in either instance a majority of members present at the meeting shall vote in favour of such recount. Such recount to be taken immediately and prior to election of any other office.
- e) A simple majority of ballots cast shall be required before any candidate can be declared elected.

In the event of a tie vote, a second and sequent ballot(s) will be taken, if necessary, until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.

13.3 INSTALLATION OF OFFICERS

The following terms of office shall apply:

President	Three years (3)	(next in 2025, 2028, 2031, etc.)
Vice-President	Three years (3)	(next in 2024, 2027, 2030, etc.)
Secretary Treasurer	Three years (3)	(next in 2026, 2029, 2032, etc.)
Recording Secretary	Three years (3)	(next in 2024, 2027, 2030, etc.)
Chief Steward	Three years (3)	(next in 2024, 2027, 2030, etc.)
Trustees	Number Three (3)	Three years (3)
	Number Two (2)	Three years (3)
	Number One (1)	Three years (3)

In each year one trustee will be elected for a 3-year term to preserve overlapping terms.

Stewards shall be elected every two (2) years in even numbered years.

All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for the terms specified above or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years.

All Officers shall take the Oath of Office as outlined in the CUPE Constitution and set out in Appendix "B" of these bylaws.

13.4 BY-ELECTIONS

- a) Should an office fall vacant pursuant to Section 6.7 of these bylaws or for any reason, the resulting nomination and by-election should be conducted at the next regular membership meetings in accordance with Sections 13.1 a) and 13.2 b).
- b) The position(s) to be elected shall be noted on the meeting agenda by the Secretary so the members are adequately informed prior to the meeting. For clarification purposes, the term of such position shall be for the remainder of the term of office as set out in Section 13.3.

13.5 NOMINATION AND ELECTIONS FOR COMMITTEES:

A position on any committee that is designated for representation from the Service or Clerical bargaining unit shall be filled by nomination from and election by members of that bargaining unit.

SECTION 14 - DELEGATES TO CONVENTIONS

- 14.1 Except as provided in Article 7.1 (first preference as a delegate to the CUPE National Convention (Article B.3.1) the Ontario Division, and any other conferences, seminars or conventions), the Executive Board members shall have priority to attend conventions and conferences. The Executive Board delegate shall be rotated amongst the members of the Executive Board. In the event that the President or an Executive Board member declines his/her option as a delegate, another delegate shall

be elected by the Executive Board from amongst the Executive Board members.

- 14.1 (a) Except as provided in Article 7.1 (first preference as a delegate to the CUPE National Convention (Article B.3.I) the Ontario Division, and any other conferences, seminars or conventions), members of our standing committees (as set out in bylaw 17) will be given the opportunity to attend conferences and seminars which are specific to the committee they sit on. (Eg, the negotiating committee will go to negotiating conferences, the RPN committee will go to the RPN conference, etc.
- 14.2 Delegates to the Guelph and District Labour Council shall be elected annually from amongst the members and shall be required to report at each local membership meeting.

SECTION 15 – REIMBURSEMENT OF EXPENSES

- 15.1 Members of the Executive Board, Committees and delegates to conventions, seminars and education courses can expect to be re-imbursed for normal out of pocket and reasonable expenses incurred in the performance of their duties for or while representing CUPE Local 57. It is not the intent of these by-laws to re-imburse any member for any personal expenditures, entertainment, alcoholic beverages, meals or other items that members would usually provide themselves or pay for in the course of their workday or their activities outside of the performance of their Union duties.

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

15.2 MEAL AND PER DIEM ALLOWANCES:

15.2.1 CONVENTIONS, CONFERENCES, EDUCATION COURSES:

- a) Outside Wellington County, where no meals are provided and where accommodation is required:

1 day or more	\$102.00 per full day (breakfast, lunch, dinner & incidentals)
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Half a day or part day	\$20.00 (for breakfast) if in forenoon \$29.00 (for lunch) if in forenoon
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OR

\$53.00 (for dinner) if in afternoon

- b) Outside Wellington County, where no meals are provided and accommodation is not required, but the member is required to leave early in the morning and returns home after 5:00 p.m.

1 day \$102.00 per day (meal & incidentals)

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

- d) Members working or meeting outside of their residence are entitled to a meal allowance of \$29.00 for lunch, \$53.00 for supper per diem provided meals of equal value are not purchased with the Union credit card.

For a daylong conference or education course - \$29.00 per day

- e) For the purpose of clarity throughout this Section “incidentals” is defined as the purchase by the delegate of coffee, snacks, refreshments and personal items and telephone calls from the site of the convention, seminar or education course. The cost of such items are deemed to be included in the respective per diem.

- f) The above meal per diems are reflective of the CUPE National “Expenses Reimbursement for CUPE Members Policy”. Any increases to National's Expense reimbursement policy would automatically increase this Local's reimbursement rates too.

- g) Dependent care expenses are reimbursed at a reasonable daily rate to a maximum of twelve-hundred dollars \$1200.00 per year. Please note that dependent care expenses incurred while attending union business are for hours outside of regularly scheduled shifts. Dependent care expenses do not subsidize regular daily dependent care expenses. Receipts must be provided for reimbursement.

Claims should not be paid for a spouse, partner or family member who normally provides care without charge, or for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

15.2.2 NEGOTIATIONS

In the event that the Employer does not provide for or pay for lunch for the negotiating committee members, the Treasurer will pay per diem rate to the negotiating committee members.

15.2.3 EMPLOYER/UNION BUSINESS DURING WORKING HOURS

Where members of the Executive or members of committees or stewards are required to attend to grievance meetings, union/management meetings, health and safety meetings or other work related meetings during the course of their normal work day

or during normal working hours, where the employee continues to be paid by the employer, the cost of meals shall be paid.

* "Working hours" as provided in Section 1.3 shall be interpreted to mean the normal working hours as set out the applicable collective agreement.

15.3. LOST WAGES:

15.3.1 Approval of Time off Work for Union Business:

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

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

15.3.3 Should considerable travel time in excess of 4 hours or 400 kilometres, whichever is the lesser, be required to reach the destination, the leave of absence request shall be made to include an additional ½ day or full day as determined by the Executive Board for travel time to reach the destination.

15.3.4 Where delegates selected to attend conventions, conferences or education courses do so on their scheduled workday the employee shall have their wages continued by the employer and re-imbursed by the Union in accordance with Section 15.3.2 above for the regular number of hours they usually work at their straight time rate of pay.

15.4 TRAVEL AND TRANSPORTATION:

15.4.1 When Executive Board members, or delegates to conferences, conventions or education courses are required to travel to an out-of-town location, travel shall be in a manner that will ensure that the lowest reasonable cost is incurred by the Local. This may require that all (up to a maximum of 5) members or delegates carpool in the same vehicle to minimize the costs to the local Union.

15.4.2 For travel required for Union business within the City of Guelph kilometrage allowance or other travel expenses shall not be paid.

15.4.3 For travel required for Union business beyond, or outside of the City of Guelph, kilometrage allowance shall be paid at the rate of the normal rate as set by CUPE National to its employees plus any receipted parking costs can be claimed.

15.5 ACCOMODATION:

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

at a cost above the basic room, the delegate shall not be responsible for the additional costs of such room. Where parking at a hotel is required and where free parking is not readily available, re-imbursement shall be made upon submission of a receipt on the required voucher if not included with the room charge. The cost of parking at the hotel shall be obtained from the hotel at the time of the booking of the rooms.

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

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

15.6 TAXI FARES:

15.6.1 Where delegates attend a convention, seminar or education course and the delegate(s) have used bus, train or air transportation to reach the destination, taxi or airport transportation may be re-imbursed providing it has been approved in advance by the Treasurer.

Such taxi or similar transportation will only be re-imbursed for travel:

- a) between the hotel and the transportation terminal (airport, railway station, etc.)
- b) between the hotel and the convention/ conference center,
- c) between the hotel or convention center and restaurant
- d) where cold, rain or snow make walking unreasonable

Any reasonable and unexpected event that incurs travel expense shall be reimbursed with the approval of the executive.

15.7 TELEPHONE/TELECOMMUNICATIONS EXPENSES:

The executive board will receive reimbursement for telephone/telecommunication expenses for up to eighty dollars \$80.00 per month upon receipt.

15.8 METHOD OF PAYMENT:

15.8.1 All bills shall be submitted for payment to the Treasurer with a properly completed voucher by the person claiming re-imbursement. Re-imbursement for expenses as set out in these By-Laws shall be by cheque only. No cash re-imbursements shall be made.

15.8.2 The Union credit card shall only be used to secure and pay for hotel accommodation, airline, train, bus or rental cars for delegates to conventions or conferences in accordance with Sections 15.4 and 15.5 and for purchase of office supplies or Good of Union (definition of Good of Union would refer to bereavement, retired or promotion of our local), and meals for committee member meetings.

15.9 DONATIONS, APPEALS AND STRIKE APPEALS:

15.9.1 Appeals

To member appeals from other CUPE locals, a donation of fifty dollars \$50.00 for members only.

In any year the Local Union will receive many requests for strike appeals from within CUPE and from other Unions affiliated to the Ontario Federation of Labour. Also, appeals will be received for the relatives of former members or other personal appeals. Due to the limits of the Local Union's finances all of these appeals and causes cannot possibly be entertained. Therefore, the following standard limits (subject to amendment from floor) have been created for Strike Appeals:

To CUPE & other Unions from commencement of strike up to \$50.00

To CUPE & other Unions after the local is on strike more than 30 days up to \$100.00 additional

To strike appeals at conferences and conventions we will donate two hundred dollars \$200.00 for each appeal.

15.9.2 Good and Welfare – Union Members:

In accordance with the long-standing practice of Local 57 a floral arrangement or fruit basket, food voucher or a donation to a charity of the member's choice up to a value of \$60.00 shall be sent by the Social Committee upon the death of the member's immediate family member. "Family member" shall be defined as the member's spouse/partner. Family members will also include child, or parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. All members in the preceding sentence include "step" family members. The Treasurer shall make payment of any such bereavement donations when provided with proper receipts.

b) There will be four (4) draws for a gift value of \$25.00 for the membership at large. Winners to be posted via the intranet in the first week of December.

c) An employee who retires from employment with the Hospital with:

10 years' service will receive	-	a gift value of \$50.00
15 years' service will receive	-	a gift value of \$75.00
20 years' service will receive	-	a gift value of \$100.00
25 years' service will receive	-	a gift value of \$125.00
30 years' service will receive	-	a gift value of \$150.00

d) There will be two (2) draws for a purchase of up to a \$50.00 value, for an article that promotes or serves the purpose of the local membership at the December regular membership meeting for all those in attendance at the time of the draw.

SECTION 16 – AFFILIATIONS

CUPE Local 57 shall be affiliated to the following labour organizations and shall pay the required per capita:

- Ontario Division of CUPE
- Guelph and District Labour Council
- Ontario Council of Hospital Unions
- Ontario Health Coalition

SECTION 17 - STANDING COMMITTEES

17.1 Structure and membership

- a) The Chairperson of each standing committee shall be elected by the members at a membership meeting.
- b) The Chairperson and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee.
- c) The President shall be a member, ex-officio, of each committee.

17.2 There shall be nine (9) standing committees as follows:

- Negotiation Committee
- Grievance Committee
- Education Committee
- Social and Welfare Committee
- Occupational Health & Safety Committee
- Joint Job Evaluation Committee
- By-Law Review Committee
- RPN Committee
- Equity, Diversity and Inclusion Committee

17.3 NEGOTIATING COMMITTEE

- a) There shall be a negotiation committee established prior to expiry of the local's collective agreement.
- b) The function of this committee is to prepare collective bargaining proposals and to negotiate collective agreements
- c) The committee shall consist of the President and 4 Executive Board and one member who shall be elected by the members at the membership meeting. They will either be from the Service or Clerical bargaining unit, depending on the ratio of the executive to make it fair.
- d) The CUPE Representative assigned to the local shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations to contract ratification by the membership.

- e) The Negotiation Committee must submit all negotiating proposals to the regional CUPE office in care of the Regional CUPE Representative prior to exchange of negotiating proposal with the employer.
- f) Negotiating proposals will not be exchanged with the employer until the approval of the CUPE Representative and Regional Office is received.
- g) The Negotiating Committee shall formulate proposals which shall be both presented to the general membership for approval and presented to the CUPE Servicing Representative prior to exchange with the employer.
- h) Such proposals to contain the following language "The bargaining unit reserves the right, to add to, delete from, or amend these proposals at any time".

17.4 GRIEVANCE COMMITTEE

- a) shall be submitted first to the Executive Board, with a copy to the CUPE Representative, and then to a membership meeting.
- b) Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants, as provided for in the collective agreement.
- c) The committee shall comprise the elected chairman and two other members to be selected from among the shop stewards. The committee shall appoint its secretary from its members.
- d) The grievance committee shall report at each regular membership meeting on any and all grievances under process, protecting at all times the identity of the griever(s).
- e) For every grievance which does not proceed to arbitration, the grievance committee shall send to the griever in writing (with copies to the Executive, the general membership, c/o the next general meeting, and the Service Representative) the details in full explanation for such final disposition of the grievance.
- f) After having passed Step Three of the grievance procedure, the grievance committee shall request the Executive to call a special meeting at which the membership shall decide whether to proceed to arbitration or not, taking in account (but not bound by) the advice of the Service Representative.

17.5 EDUCATION COMMITTEE

It shall be the duty of this committee to:

- a) Arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the Executive Board.
- b) Instruct delegates in the preparation of reports to the membership of seminars and conferences and maintain a reference file of these reports.

- c) Co-operate with the Education and Public Relations Department of CUPE and with the Regional Educational Policies in these fields.
- d) The committee shall comprise between two and four members and shall appoint its Secretary from among its members.

17.6 SOCIAL AND WELFARE

It shall be the duty of this committee to:

- a) Extend the locals condolences in the event of the death of a member or one of their immediate family.
- b) It is the function of this committee to arrange and conduct all social and recreational activities of the local as a result of decisions taken at membership meetings
- c) The committee shall submit reports and proposals to the Executive Board or the membership as required.
- d) A ceiling for the committees' net expenditures shall be fixed annually by the membership.
- e) The Executive Board shall be held responsible for the proper and effective functioning of this committee
- f) The Social and Welfare Committee following the completion of a revenue generating social activity, shall turn over to the revenue generating social activity, shall turn over to the Secretary-Treasurer all funds and receipts. This transfer of funds and receipts shall be timed in such a fashion as to provide that the generated funds and receipts for expenses do not remain in the possession of any member through the night following the revenue generating social activity.

17.7 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

It shall be the duty of this committee to ensure that the best interests of the membership (as set out under the Act as it now reads or as it may be amended) are represented with and to the employer.

17.8 JOINT JOB EVALUATION / PAY EQUITY COMMITTEE

- a) Wherever a Joint Job Evaluation (JJE)/ Pay Equity Plan is in place, it shall be this Committee's function to work within the parameters of the Terms of Reference and the Plan for the benefit of the membership.
- b) The five (5) members of the Rating Committee shall be elected by the membership for a three (3) year term commencing in 2018 in accordance with Section 13.
- c) Eligibility for election for this committee shall be in accordance with Section 13.1 b) and Section 13.5.
- d) This committee shall at all times work in conjunction with the CUPE assigned

National Representative and/or the CUPE Job Evaluation Representative.

17.9 BY-LAW REVIEW COMMITTEE

- a) It shall be the duty of this committee to review the local Union's by-law every two (2) years from the date of the approval of these By-Laws or at such other time as may be deemed necessary to ensure that amendments are submitted to the members for approval to aid in the operation of the local Union.
- b) This committee shall be composed of the Executive Board, plus one (1) representative from the service units and one (1) representative from the clerical units; both of these two (2) representatives shall be elected by the members for a three (3) year term at the October election meeting commencing in 2024. Eligibility for election for this committee shall be in accordance with Section 13.1 b) and Section 13.5.
- c) The members of this committee shall select from amongst them a chair. By-laws will be reviewed three years and reported to the membership at the February membership meeting or from time to time as required. The committee shall ensure that the proper process is followed in amending these by-laws as provided in Section 20. The committee shall consult with the National Representative in the development of by-law amendments.
- d) All proposals from the members to amend these by-laws shall be submitted in writing to the Committee setting out the proposed change and the reason that the By-Law amendment should be made.

17.10 RPN COMMITTEE

It shall be the duty of this committee to ensure the best possible interests of the Registered Practical Nurses are represented with and to the employer and shall be comprised of an equal ration of full and part time nurses to a maximum of four (4) representatives in total, elected by the membership for a term of 2 years.

SECTION 18 - RULES OF ORDER

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

SECTION 19 - AMENDMENT

- 19.1 These bylaws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- 19.2 The local union may amend, added to its bylaws only if a notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.
- 19.3 No change in these bylaws shall be valid and take effect until approved by the National President of CUPE.

APPENDIX 'A' - TO THE BY-LAWS OF CUPE LOCAL 57

RULES OF ORDER

- (1) The President or, in their absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in their absence a President pro-tem shall be chosen by the Local.
- (2) No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
- (3) The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
- (4) A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
- (5) A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
- (6) On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
- (7) At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
- (8) 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.
- (9) When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the presiding officer, but except to state that they rise to a point of order or on a question of privilege, they shall not proceed further until recognized by the chair.
- (10) When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- (11) 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.
- (12) If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.

- (13) No subject matter of race, religion or nationality shall be permitted in the meeting at any time.
- (14) 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.
- (15) 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.
- (16) 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 table the motion, (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.
- (17) A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
- (18) A motion to adjourn is in order except (1) when a member has the floor, (2) when members are voting and (3) until the completion of all matters under "new business" on the agenda.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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 Sergeant at Arms.
- (24) 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.

APPENDIX "B" - TO THE BY-LAWS OF CUPE LOCAL 57

1. NEW MEMBERS OATH

"I solemnly promise and declare that I will support and comply with the constitution of this union and of the Canadian Labour Congress; that I will if within my power to do so assist my fellow members or their families when they are in distress ; that I will not purposely or knowingly wrong a member of the union or assist others in wronging him; that I will not recommend any person to become a member of the union whom I believe unworthy to be a member."

2. OFFICER'S OATH OF OFFICE

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

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

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

3. CODE OF CONDUCT

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

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

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

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings and activities by other

parts of CUPE referenced above. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

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

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the

member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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

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

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