



# Ontario School Board Council of Unions

## BYLAWS

Approved by CUPE National October 4, 2022

## ARTICLE 1 NAME

- 1.1.01 This organization shall be known as the Ontario School Board Council of Unions (OSBCU), hereinafter referred to as the Council.
- 1.1.02 This Council is chartered as a bargaining council pursuant to Article 4 of the CUPE Constitution. The Council shall be the certified bargaining agent for Central Bargaining.

## ARTICLE 2 PURPOSE

- 2.1.01 To represent all CUPE school board locals and related workers in the province of Ontario.
- 2.1.02 Secure adequate remuneration for work performed, and generally advance the economic and social welfare of its members and of all workers.
- 2.1.03 Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
- 2.1.04 To negotiate Central Collective Bargaining on a Province-wide basis.
- 2.1.05 To support Locals in local bargaining, including but not limited to promoting co-ordinated language.
- 2.1.06 To defend, through the Grievance / Arbitration / Central Dispute process, centrally bargained language. The Council shall have carriage of all Central Grievances referred to it.
- 2.1.07 Support CUPE in reaching the goals set out in Article II of the CUPE Constitution.
- 2.1.08 The Council shall be the political voice of CUPE Ontario School Board Workers. The Council may carry out this function in conjunction with CUPE Ontario.
- 2.1.09 Establish strong working relationships with the public we serve and the communities in which we work and live.
- 2.1.10 Establish strong communication and working relationships between this Council, the Locals and their members.

## ARTICLE 3 MEMBERSHIP / AFFILIATION

- 3.1.01 Membership in this Council shall be open to all CUPE School Board and related industry Locals (including but not limited to transportation consortiums and food services) in the Province of Ontario chartered by the Canadian Union of Public Employees. All Locals affiliated to the Council must abide by the Constitution of the Canadian Union of Public Employees and the Bylaws of this Council.
- 3.1.02 By adopting these bylaws, local unions/bargaining unit(s) commit to membership in the council until the expiry of the renewed collective agreements.

- 3.1.03 If a local bargaining unit(s), does not intend to continue to belong to the Council for subsequent negotiations, the local union/bargaining unit(s) shall notify the Council in writing 30 days prior to the beginning of the bargaining process (defined as the release of the bargaining survey).
- 3.1.04 All Executive Board Members of the Council and Trustees shall remain members in good standing from an affiliated Local Union for the term of their office. Local Unions shall facilitate their participation at the annual convention. Should a Council meeting precede the Convention, conferences or leadership meetings, the Council shall subsidize the council member's one-way transportation and accommodation expenses related to the meeting. This provision is subject to Article 10.
- 3.1.05 An incumbent Executive Board Member or Trustee who is not an accredited delegate at the time of Convention in an Election Year, shall be entitled to attend Convention at the expense of the Council, with voice but not vote. They shall not be eligible for re-election.
- 3.1.06 All policies and procedures be readily available to all Presidents of affiliated Locals.

## ARTICLE 4 REPRESENTATION

- 4.1.01 At all conventions and conferences of this Council the basis of representation from affiliated local unions paying per capita tax shall be:
  - 4.1.01(a) 1 to 100 members - TWO delegates
  - 4.1.01(b) 101 to 200 - THREE delegates
  - 4.1.01(c) 201 to 300 - FOUR delegates
  - 4.1.01(d) 301 to 400 - FIVE delegates
  - 4.1.01(e) 401 to 500 - SIX delegates
  - 4.1.01(f) 501 to 600 - SEVEN delegates
  - 4.1.01(g) 601 to 700 - EIGHT delegates
  - 4.1.01(h) 701 to 850 - NINE delegates
  - 4.1.01(i) 851 to 1000 - TEN delegates
- 4.1.02 Plus, one additional delegate for each additional 500 membership or major portion thereof
- 4.1.03 (a) An affiliated local may elect alternate delegates to attend the annual convention. An alternate delegate shall be entitled to attend sessions of the convention with voice but no vote except for in the absence of a duly elected delegate. For the purpose of this section, the duly elected alternate delegate must be in possession of a delegate's badge prior to being afforded vote. It is the responsibility of the presiding officer to ensure that the intent of this section is carried out.

4.1.03(b) At the OSBCU Convention the basis of alternate delegate representation from affiliated locals, paying per capita tax, shall be:

No. of members	No. of alternates
75 or less	1
76-500	2
501-1000	3
1001 and up	4

- 4.1.04 Local unions sending one or more delegates who identify as a member of an equity seeking group (Racialized Workers, 2S-LGBTQ+ Workers, Workers with Disabilities, Women Workers, Young Workers, Francophone, and Indigenous Workers) to the Ontario School Board Council of Unions shall be entitled to one (1) additional delegate.
- 4.1.05 In the event that the Ontario Division formula for delegates numbers change, these numbers will change to reflect the Ontario Division.
- 4.1.06 The President and Secretary-Treasurer of the National Union and the Ontario Division have the right to attend all meetings of the Council with voice but no vote.
- 4.1.07 No Non-Affiliated Local and/or bargaining unit will be seated or allowed representation at Conventions, Meetings, Committees, Groups or Conferences (with the exception of a Bargaining Conference and/or leadership meetings pertaining to mobilization and/or ratification).
- 4.1.08 No Chartered Local and/or bargaining unit in arrears for three or more months, will be seated or allowed representation at Conventions, Meetings, Committees, Groups or Conferences with the exception of a Bargaining Conference and/or leadership meetings pertaining to mobilization and/or ratification.
- 4.1.09 At the annual convention the budget will be presented, debated and approved each year.
- 4.1.10 The Annual Convention shall be governed by Rules of Order in accordance with Appendix A attached hereto and forming part of these Bylaws.
- 4.1.11 The President of the Council may exercise his/her prerogative, and where deemed advisable, may waive the Rules of Order in order that a point of interest may be made by a delegate.
- 4.1.12 A quorum will be a minimum one-half (1/2) of the voting delegates properly credentialed and seated at any Annual Convention or Conference.

## ARTICLE 5 PER CAPITA TAX

- 5.1.01 The per capita tax shall be 0.09% of the Local Union's average regular monthly wages to be paid Quarterly.

- 5.1.02 For Composite Locals, the per capita tax will be based on the average regular monthly wages of all local members working in the School Board sector.
- 5.1.03 The Council shall pay the membership fees to CUPE Ontario, on behalf of those locals which are affiliated to the Council. For Composite Locals, the membership fees shall be for members working in the school board sector only (as outlined in 3.1.01 and the CUPE National Constitution). In the event that the Ontario Division formula for per capita tax changes, the rate in 5.1.01 will reflect the change.
- 5.1.04 The Ontario Division shall continue to provide the support to the council that is normally provided to Sector Committees.

## ARTICLE 6 MEETINGS AND CONFERENCES

- 6.1.01 A Convention of The Council shall be held annually.
- 6.1.02 On the recommendation of the Executive Board of the Council, the Annual Convention will be held at a time and place set by the President of the Council. When selecting the Convention location, the Executive Board of the Council will utilize unionized facilities. Further, the conference location is to be accessible to all delegates regardless of the level of ability.
- 6.1.03 The theme and program and agenda of the Annual Convention shall be set out by the Executive Board of the Council, in consultation with the Council's assigned Staff Coordinator
- 6.1.04 The Advance Convention Call shall be in the hands of the Local Unions as soon as possible, after the time and place has been determined by the Executive Board. This shall be done at least four (4) months prior to the date of the Annual Convention.
- 6.1.05 The number of delegates who may attend the Annual Convention shall not be limited. However, voting delegates will be in accordance with Article 4 as amended from time to time.
- 6.1.06 One annual Convention, 4 executive board meetings, minimum of 1 area meeting (2 in a bargaining year) shall be held each year. Additional conferences may be ordered by the Executive Board to deal with bargaining or other issues of significance.
- 6.1.07 Special Meetings shall be held upon written petition from two-thirds (2/3) of Local Unions affiliated to the council, which have approved such petition.
- 6.1.08 For all Conferences/Conventions and meetings pertaining to bargaining, mobilization, and/or ratification, there will be 2 different fees for participation. One for affiliated locals and one for non-affiliated locals.

## ARTICLE 7 COUNCIL OFFICERS AND COUNCIL EXECUTIVE BOARD

- 7.1.01 The Officers of the Council shall consist of the President, Secretary-Treasurer, First Vice-President, Francophone Vice- President, Eight (8) Area Vice-Presidents, Nine (9) Area Mobilization Officers, Health & Safety Representative, Injured Worker Representative and three (3) Trustees.
- 7.1.02 The Council Executive Board shall consist of all Officers except the Trustees.
- 7.1.03 For further clarity, the Areas are defined by per Appendix F and with the assignment of locals to areas defined per Appendix E.
- 7.1.04 The Table Officers shall consist of the President, Secretary-Treasurer, First Vice-President and Francophone Vice President.

## ARTICLE 8 EXECUTIVE BOARD MEETINGS

- 8.1.01 Meetings of the Council Executive Board shall be called by the President. Council Executive Board Meetings shall be scheduled in the different Areas of the Province on a rotational basis, whenever possible. Affiliated Locals shall receive notification by email of the scheduled meeting dates no later than the first council executive board meeting of each year where the Council Executive Board meeting is to be held they shall have an opportunity to make representation to the Council Executive Board.
- 8.1.02 Agenda for Executive Board Meetings:
- 8.1.03 Roll call of officers
- 8.1.04 Reading of Equality Statement
- 8.1.05 Reading of the minutes of the previous meeting and/or matters
- 8.1.06 Arising from the minutes
- 8.1.07 President's Report
- 8.1.08 Secretary-Treasurer's Report
- 8.1.09 Correspondence
- 8.1.10 Reports of Officers
- 8.1.11 Reports of Committees
- 8.1.12 Reports of Special Committees
- 8.1.13 Nominations and Elections
- 8.1.14 Unfinished business
- 8.1.15 New Business / Good and Welfare
- 8.1.16 Adjournment

## ARTICLE 9 DUTIES OF OFFICERS

### 9.1 PRESIDENT

- 9.1.01 The office of the President shall be a full-time book off (12-month), elected position. The President shall be elected at the Annual Convention as per 10.1.01 and Appendix C by a majority vote of ballots cast by the accredited delegates present. It shall be the responsibility of the President to ensure a leave of absence from their employer.
- 9.1.02 The President shall work closely with the CUPE National Staff.
- 9.1.03 The President shall be responsible for the promotion of good relations with other groups as well as interacting with other Unions, organizations and structures to establish working relationships in order to better the interests of Ontario School Board Workers in every way.
- 9.1.04 The President shall be involved in, and provide leadership to, the development and implementation of campaigns within the sector with the support of the CUPE Ontario Campaigns Coordinator, and Strike Support from both CUPE Ontario and CUPE National.
- 9.1.05 The President (or designate) shall be engaged with, and must sign off on, all communications that go out in relation to the sector.
- 9.1.06 The President shall, in conjunction with the Council's assigned Staff Coordinator, be responsible for coordinating all facets of bargaining and implementation of the Collective Agreements.
- 9.1.07 The President shall function as the Chief Executive Officer of the Council. The President shall exercise supervision over the affairs of the Council, sign all official documents and be one of the signing officers for the disbursement of funds collected directly by the Council. The President shall preside at all Conventions and Conferences and at all meetings of the Council Executive Board and over the Bargaining Committee.
- 9.1.08 The President shall assist executive board members and trustees to receive such training as may be required to carry out their functions.
- 9.1.09 The President shall have the authority to interpret and enforce these bylaws subject to appeal at the Council's Annual Convention, and ultimately to the National Executive Board.
- 9.1.10 The President or designate shall be an ex-officio member of all committees of the Council.
- 9.1.11 The President shall make and present a written report on the administration of their office and on the affairs of the Council to the Annual Convention. The President shall also make and present a report for the Executive Board Meetings.

- 9.1.12 It shall be the responsibility of the President to ensure a leave of absence from their employer for the full term of office. The Salary shall be \$63000/year (plus benefits, vacation pay, and pension contributions). This salary shall increase as per any negotiated increases in the Central Agreement.
- 9.1.13 The Salary and Vacation (Vacation pay shall be equivalent to that of Officers of the Ontario Division) referred to above are the minimums. If the Officer's wage/salary (exclusive of overtime) or vacation entitlement, at the time of their election to the Council, is higher, the higher rate shall apply. The President shall, in order to carry out the day-to-day functions of the Council, utilize the council office. The office shall be located in the Greater Toronto Area and shall be accessible by public transportation.
- 9.1.14 The Council will endeavor to send the President or designate at Council's expense to any Convention, conference, seminar, etc., deemed advisable by the Council Executive Board. The President (or designate) shall report back to Council Executive Board.
- 9.1.15 The President shall actively encourage the recruitment to the Council of non-affiliated locals.
- 9.1.16 The President of the Council shall represent the School Board Sector on the Ontario Division Executive Board.
- 9.1.17 The President shall be a signing officer of the Council. In the event of changes to the CUPE Education Worker' Benefits Trust Agreement, the President shall be the signing officer ("settlor") on behalf of The Council.
- 9.1.18 The President shall at the end of the term of office, turn over to their successor, all properties and assets, including funds, books, and records belonging to the Council.

## 9.2 SECRETARY-TREASURER

- 9.2.01 The Secretary-Treasurer shall be elected at the Annual Convention as Per 10.1.01 and Appendix C by a majority vote of the ballots cast by the accredited delegates present.
- 9.2.02 The Secretary-Treasurer shall keep a full record of the proceedings of each Convention or Conference and Council Executive Board meetings. Minutes of all Council Executive Board meetings shall be sent to all Executive Officers within thirty (30) days of the meeting. Minutes of all Conferences shall be sent to the Recording-Secretary of each affiliated Local within thirty (30) days of the Council Executive Board meeting at which the minutes were approved.
- 9.2.03 The Secretary-Treasurer shall receive all revenue, initiation fees, dues, and assessments, keeping a record of each affiliated Local Union's payments, and deposit promptly all monies into a federally regulated Financial Institution as selected by the Executive Board.



- 9.2.04 The Secretary-Treasurer shall be one of the signing officers of cheques and ensure that the Council's funds are used only as authorized or directed by the CUPE Constitution, Council's bylaws, or by decision of the Annual Convention.
- 9.2.05 The Secretary-Treasurer shall pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by one of: The President, the First Vice-President, or the Francophone Vice-President, as determined by the Executive Board.
- 9.2.06 The Secretary-Treasurer shall be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, as well as records and supporting documents for all income received by the Council.
- 9.2.07 The Secretary-Treasurer shall record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- 9.2.08 The Secretary-Treasurer shall chair a Policies Committee responsible for developing Policies and Procedures governing the operation of the Council.
- 9.2.10 The reports of the Council Trustees, and annual auditor, shall be included in the yearly financial report and distributed at the Convention. The Secretary-Treasurer shall give a written report at each Annual Convention. The Secretary-Treasurer will ensure that all relevant materials are available, simultaneously, in both official languages.
- 9.2.11 The Secretary-Treasurer shall keep all financial accounts including a count and status of all affiliated Local unions.
- 9.2.12 The Secretary-Treasurer shall make a written financial report to the Council Executive Board including the recording of expenses versus budget at each Executive Board meeting and to the Annual Convention of The Council. Financial Reports shall be made available to Council Affiliates by the Secretary-Treasurer every six (6) months. At the annual convention the budget will be presented, debated and approved each year.
- 9.2.13 The Secretary-Treasurer shall submit the financial accounts, books and records annually to the Trustees for audit. In addition, the council will engage an external auditor to examine the books on an annual basis. These submissions will take place at the conclusion of the Fiscal year but not later than the date determined by CUPE National to remain bonded. The Secretary-Treasurer shall furnish the Trustees with a letter from the Financial Institution where the funds are deposited, attesting to the amount of funds held to the credit of the Council by the Financial Institutions.
- 9.2.14 It shall be the responsibility of the Secretary-Treasurer to ensure a leave of absence from their employer, as needed and approved by Council. The Secretary-Treasurer, in order to carry out the day-to-day functions of the Council, shall utilize the Council's office.

- 9.2.15 The Salary shall be \$60000/year (plus benefits, vacation pay, and pension contributions), pro-rated to actual book-off time. The anticipated book-off for this position is 6 months for the first year of the council. The workload will be evaluated after this period.
- 9.2.16 The Salary and Vacation referred to above are the minimums. If the Officer's wage/salary (exclusive of overtime) or vacation entitlement, at the time of their election to the Council, is higher, the higher rate shall apply.
- 9.2.17 The Secretary-Treasurer shall be a signing officer of the Council.
- 9.2.18 The Secretary-Treasurer shall at the end of the term of office, turn over to their successor, all properties and assets, including funds, books, and records belonging to Council.

### 9.3 FIRST VICE-PRESIDENT

- 9.3.01 The First Vice-President shall be elected at the Annual Convention as per 10.1.01 and Appendix C by a majority vote of the ballots cast by the accredited delegates present.
- 9.3.02 It shall be the duty of the First Vice-President to assist the President and Secretary-Treasurer in the discharge of their official duties. In the absence of the President, the First Vice-President shall perform the duties of the President. The First Vice-President shall be one of the signing officers for the disbursement of funds.
- 9.3.03 The First Vice-President shall be the Provincial Chief Steward for the Council. The First Vice-President shall be responsible for assisting locals and Council to defend the collective agreement language achieved in Bargaining. The First Vice-President shall sit as the Co-Chair of the Central Dispute Committee (referred to in the central agreement).
- 9.3.04 This duty will include securing legal advice concerning grievances sent by affiliated local unions and making a recommendation to the Council Executive Board concerning grievances submitted by local unions for consideration as precedent-setting cases. The First Vice-President shall ensure that grievances identified as precedent setting by the Council executive are fully presented at arbitration. The First Vice-President shall ensure that a copy of all arbitrated precedent-setting cases be distributed to appropriate CUPE representatives, Council Executive Board, and Local Presidents.
- 9.3.05 This position will be paid a daily rate of \$192.30/day. This daily rate shall increase as per any negotiated increases in the Central Agreement.
- 9.3.06 The anticipated book-off needed is at a minimum of 20%. If the officer's normal rate of pay is lower than the daily rate, the difference shall be paid to the officer directly. If the Officer's normal rate of pay is higher than the daily rate, the higher rate shall apply.
- 9.3.07 The First Vice-President shall give a written report at each Annual Convention.

- 9.3.08 At the termination of their office, the First Vice-President shall deliver to their successor, all books, passwords, papers, seals, documents and other property of the Council in their possession.

#### 9.4 FRENCH FIRST VICE PRESIDENT

- 9.4.01 The Francophone Vice President shall be elected at the Annual Convention as per 10.1.4 and Appendix C by a majority vote of the ballots cast by the accredited delegates present from a Bargaining Unit that represents members at a French school Board. In the event a Local has a bargaining unit with members from a French school board and the local does not have a delegate from that bargaining unit at Convention, the Local has the right to participate in the election. In such an event, the number of voting delegates for Francophone Vice President would be based on the number of members in the bargaining unit (not the local). The number of voting delegates shall be determined, as per the formula in 10.1.01, applied to the number of Bargaining Unit members (not members of the Local). It is understood that the Francophone Vice President shall be: a member in good standing; from an affiliated Local Union; and from a Francophone School Board bargaining unit.
- 9.4.02 The Francophone Vice President shall, in general, assist the President in the discharge of official duties and perform other duties, as the President shall from time to time determine. The Francophone Vice President shall be one of the signing officers for the disbursement of funds.
- 9.4.03 The Francophone Vice President shall be elected to communicate with those locals, which bargain with Francophone School Boards in conjunction with the Area Vice-President and Francophone Area Mobilizer(s).
- 9.4.04 It shall be the responsibility of the Francophone Vice President to communicate with Francophone locals as required, in conjunction with the area Vice-Presidents and the Associate Co-Ordinator responsible for French School Board Locals, and to review all materials translated by the Council into the French language prior to their distribution.
- 9.4.05 The Francophone Vice President shall:
- 9.4.05(a) assist the First Vice-President in defending collective agreement language.
  - 9.4.05(b) Be aware of, and promote the policies of the Canadian Union of Public Employees, and of the Council.
  - 9.4.05(c) Attend meetings of Local Unions in their respective Areas whenever requested to do so, if it is possible to do so.
  - 9.4.05(d) Regularly communicate regarding the needs of Francophone Bargaining Units, in order to properly represent them at Council Executive Board meetings and to properly discharge their duties in bargaining sessions.
  - 9.4.05(e) Give a written report at each Annual Convention.

- 9.4.06 This position will be paid a daily rate of \$192.30/day. This daily rate shall increase as per any negotiated increases in the Central Agreement.
- 9.4.07 The anticipated book-off needed is 36 days per year at minimum 10%. If the officer's normal rate of pay is lower than the daily rate, the difference shall be paid to the officer directly. If the Officer's normal rate of pay is higher than the daily rate, the higher rate shall apply.
- 9.4.08 At the termination of their office, the French First Vice President shall deliver to their successor, all books, passwords, papers, seals, documents and other property of the Council in their possession.
- 9.4.09 The French First Vice President shall give a written report at each Annual Convention and at each meeting of the Executive Board.

## 9.5 AREA VICE-PRESIDENTS

- 9.5.01 The Area Vice-Presidents shall be elected at the Annual Convention as per 10.1.04 and Appendix C by a majority vote of the ballots cast by the accredited delegates present from their respective area caucuses.
- 9.5.02 The Area Vice-Presidents shall, in general, assist the President in the discharge of official duties and perform other duties, as the President shall from time to time determine. Book off time shall be provided, as needed and approved by Council. It will be the responsibility of the Area Vice President to ensure leave of absence from their employer and/or local union, as needed and as approved by the Council.
- 9.5.03 It shall be the duty of the Area Vice-Presidents to:
  - 9.5.03(a) Be aware of, and promote the policies of the Canadian Union of Public Employees, and of the Council.
  - 9.5.03(b) Attend meetings of Local Unions in their respective Areas whenever requested to do so, if it is possible to do so.
  - 9.5.03(c) Regularly communicate regarding the needs of the Locals in their respective Areas, in order to properly represent their Areas at Council Executive Board meetings and to properly discharge their duties in respect of coordinating bargaining.
  - 9.5.03(d) Give a written report at each Annual Convention and at each Executive Board Meeting.
  - 9.5.03(e) To coordinate a specific assigned classification group.
  - 9.5.03(f) Provide updated contact lists to the Secretary-Treasurer.
  - 9.5.03 (g) Organize in collaboration with the Area Mobilization Officers, Area meetings, and locals as required and requested.

- 9.5.03 (h) Participate in all Executive Board, Bargaining, or other officially called meetings whether in person, via telephone or video conferencing.
- 9.5.04 At the termination of their office, the Area Vice-President shall deliver to their successor, all books, passwords, papers, seals, documents and other property of the Council in their possession.

## 9.6 AREA MOBILIZATION OFFICERS

- 9.6.01 The Area Mobilization Officer(s) shall be elected at the Annual Convention as per 10.1.04 and Appendix C by a majority vote of the ballots cast by the accredited delegates present from their respective area caucuses. The Francophone Area Mobilization Officer shall be elected from a French School Board in the Area.
- 9.6.02 The Area Mobilization Officer shall work collaboratively with the Area Vice-President, attend all area meetings where possible and co-chair all area meetings. Book off time shall be provided, as needed and approved by Council.
- 9.6.03 The Area Mobilization Officer shall replace the Area Vice-President when necessary.
- 9.6.04 The Area Mobilization Officer shall attend all Council Executive Board Mobilization or other officially called meetings whether in person, via telephone or video conferencing.
- 9.6.05 The Area Mobilization Officer shall work with locals to build support for and implement campaigns in the area and encourage locals to support each other in bargaining.
- 9.6.06 Area Mobilization Officers shall have access to support from CUPE Ontario and CUPE National, as outlined in the Campaign design.
- 9.6.07 Encourage locals to support CUPE District Councils, Labour Councils and community organizations and collect relevant information related to such.
- 9.6.08 The Area Mobilization Officer may be assigned to coordinate and or assist any job/strike action, as directed by the Council. It will be the responsibility of the Mobilization Officer to ensure a leave of absence from their employer and/or local union, as needed and as approved by Council.
- 9.6.09 At the termination of their office, the Area Mobilization Officer shall deliver to their successor, all books, passwords, papers, seals, documents and other property of the Council in their possession.
- 9.6.10 Give a written report at each Annual Convention and at each Executive Board Meeting.

## 9.7 TRANSITION

- 9.7.01 When a new President or Secretary-Treasurer is elected to office, there shall exist a transition period not to exceed sixty (60) calendar days in which the former President or Secretary-Treasurer shall assist, if requested, in the smooth transition of authority. This transition period shall be at Council's expense.
- 9.7.02 All official documents, books, passwords, data storage instruments and information storage disks, papers, ledgers and other resource material, must be made available to incoming elected officers. When a new first Vice-President is elected to office, there shall be a transition period not to exceed (5) days in which the former First Vice-President shall be requested to assist in the smooth transition of authority.
- 9.7.03 All official documents, books, passwords, data storage instruments and information storage disks, papers, ledgers and other resource material, must be made available to incoming elected officers. When a new Francophone First Vice-President is elected to office, there shall be a transition period not to exceed (5) days in which the former Francophone First Vice-President shall be requested to assist in the smooth transition.
- 9.7.04 When a new Health and Safety Representative is elected to office, there shall exist a transition period not to exceed 2 calendar days in which the former Health and Safety Representative shall assist, in a smooth transition.

All documents, books, passwords, data storage instruments and information storage disks, papers, and other resource material, must be made available to incoming elected officers.

This transition period shall be at Council's expense.

## 9.8 BONDING

- 9.8.01 The Secretary-Treasurer, the President, First Vice-President, and the Francophone Vice President shall be properly bonded in accordance with the National Constitution of CUPE.

## 9.9 TRUSTEES

- 9.9.01 The Council shall have three (3) elected Trustees.
- 9.9.02 One Trustee shall be elected at each Annual Convention, for a term of Three (3) years. The person who is the out-going Trustee (the one who is entering their final year in office) shall be the Chairperson of the Trustees for that year.
- 9.9.03 At the First Annual Convention of the Council, there shall be one (1) Trustee elected for a three (3) year term; and there shall be one (1) Trustee elected for a two (2) year term; and there shall be one (1) Trustee elected for a one (1) year term. Trustees shall be elected at the Annual Conference as per 10.1.01 and Appendix C by a majority vote of the ballots cast by the accredited delegates present.

- 9.9.04 At each Annual Convention of Council following the first Annual Convention, there shall be one (1) Trustee elected for a three (3) year term by a majority vote of the ballots cast by the accredited delegates present.
- 9.9.05 Trustees shall attend the Council annual convention and shall be paid expenses in the same manner as the Council Executive Board.
- 9.9.06 The Trustees when auditing the financial records and books of the Council, shall be paid expenses in the same manner as the Council Executive Board.
- 9.9.07 The Trustees shall act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer annually.
- 9.9.08 The Trustees shall make a written report of their findings to the Annual Convention and first Council Executive Board meeting following the completion of each audit. The Report to Council Executive Board shall include any recommendations and/or concerns they feel should be reviewed in order to ensure that the Council's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
- 9.9.09 The Trustees shall be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- 9.9.10 The Trustees shall ensure that proper financial reports have been given to the affiliated Locals.
- 9.9.10 The Trustees shall inspect: any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Council and report their findings to the Annual Convention.
- 9.9.11 The Trustees shall send to the National Secretary-Treasurer, with a copy to the OCSBU Staff Coordinator, the following documents:
  - 9.9.12(a) Completed Trustee Audit Program
  - 9.9.12(b) Completed Trustees' Report
  - 9.9.12(c) Secretary-Treasurer Report to the Trustees
  - 9.9.12(d) Recommendations made to the President and Secretary-Treasurer of the Council
  - 9.9.12(e) Secretary-Treasurer's response to recommendations
  - 9.9.12(f) Concerns that have not been addressed by the Council Executive Board.
- 9.9.12 The National Secretary-Treasurer or designate, shall have the authority to examine all books and records of the Committee.

## 9.10 HEALTH & SAFETY REPRESENTATIVE

- 9.10.01 The Health & Safety Representative shall be elected at the Annual Convention as per 10.1.01 and Appendix C by a majority vote of the ballots cast by the accredited delegates present.

- 9.10.02 The Health & Safety Representative shall be the Officer responsible for Health & Safety including the coordination of all Council affiliates' Health & Safety Committees. The Health & Safety Representative shall also be responsible for the coordination of all Health & Safety issues and for the promotion of Health & Safety. Book off time shall be provided, as needed and approved by Council.
- 9.10.03 The Health & Safety Representative shall report in writing to the Executive Board Meetings and to the Annual Convention on Health & Safety issues. The Health & Safety Representative shall report in writing monthly via OSBCU Activity Reports.
- The Health & Safety Representative shall report in writing for the CUPE Ontario Health and Safety Injured Workers Conference and other CUPE Ontario Health & Safety meetings.
- There may be other reports in writing required for this role depending on committees/workload one might be assigned.
- 9.10.04 The Health & Safety Representative will work in conjunction with the Executive Board Members, OSBCU staff and National Staff assigned to work Health & Safety and the Sector, and CUPE Ontario Health & Safety Injured Workers Advocacy representatives.
- 9.10.05 The Health & Safety Representative shall act as a resource, in collaboration with the National Health & Safety Representative to all Local Union Health and Safety Committees, as requested or required by the President and / or Executive Board.
- 9.10.06 The Health & Safety Representative shall work to identify and promote best practices.
- 9.10.07 The Health & Safety Representative shall represent the Council on the Ontario Division Health & Safety Committee and Provincial Working Group on Health & Safety and any other committees/working groups as required.
- 9.10.08 At the termination of their office, the Health & Safety Representative shall deliver to their successor, all books, passwords, papers, seals, documents and other property of the Council in their possession.

## 9.11 INJURED WORKER REPRESENTATIVE

- 9.11.01 The Injured Worker Representative shall be elected at the Annual Convention as per 10.1.01 and Appendix C by a majority vote of the ballots cast by the accredited delegates present.
- 9.11.02 The Injured Worker Representative shall be responsible for the coordination of all Injured Worker issues; identification and promotion of best practices; and to advocate on behalf of Injured Workers. Book off time shall be provided, as needed and approved by Council.



- 9.11.02 The Injured Worker Representative shall represent the Council on the Ontario Division Injured Worker Committee and Provincial Working Group on Health & Safety.
- 9.11.03 The Injured Worker Representative shall provide a written report to the Executive Board meetings on Injured Worker issues.
- 9.11.04 The Injured Worker Representative will work in conjunction with the Executive Board Members, OSCBU staff and National Staff assigned to the Sector and National Staff WSIB Specialist.
- 9.11.05 The Injured Worker Representative shall act as a resource to all Local Injured Worker Committees, as requested.
- 9.11.06 The Injured Worker Representative may be assigned other duties as required by the President and/or Executive Board.
- 9.11.07 At the termination of their office, the Injured Workers Representative shall deliver to their successor, all books, passwords, papers, seals, documents and other property of the Council in their possession.

## 9.12 EQUITY WORKER REPRESENTATIVE

- 9.12.01 The Equity Worker Representative must be elected at the Annual Convention for a three-year term of office as per Article 10 and Appendix C by a majority vote of the ballots cast by the accredited Delegates present. The candidate(s) must self-identify from one of the equity groups as recognized by CUPE (Racialized Workers, 2S-LGBTQ+ Workers, Workers with Disabilities, Women Workers, Young Workers, Francophone, and Indigenous Workers).
- 9.12.02 The Equity Worker Representative shall be responsible for the coordination of all Equity Issues; identification and promotion of best practices and to advocate on behalf of workers. Book off time shall be provided, as needed, as approved by Council.
- 9.12.03 The Equity Worker Representative shall represent the Council on the Education Worker Diverse and Inclusive Workforce.
- 9.12.04 The Equity Worker Representative will work in conjunction with Executive Board members, OSBCU staff, and National Staff assigned to Human Rights and the Sector.
- 9.12.05 The Equity Worker Representative shall provide a written report to the Executive Board meetings on Equity Workers issues.
- 9.12.06 The Equity Worker Representative shall act as a resource to all Local Equity Worker committees, as requested.
- 9.12.07 The Equity Worker Representative may be assigned other duties as required by the President and/or Executive Board.

9.12.08 At the termination of their office, the Equity Worker Representative shall deliver to their successor, all books, passwords, papers, seals, documents, and other property of the Council in their possession.

### 9.13 OATH OF OFFICE

9.13.01 All Candidates duly elected to Office shall be installed at the meeting at which elections are held. A candidate who is elected to office must come forward to the podium and clearly and audibly take this oath:

9.13.02 A candidate who is elected to office must come forward to the podium and clearly and audibly take this oath:

9.13.03 “I, \_\_\_\_\_, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Council, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Council to my successor at the end of my term.”

## ARTICLE 10 ELECTIONS

10.1.01 The President, Secretary-Treasurer, First Vice-President, Health & Safety Representative, Injured Worker Representative, Equity Worker Representative and Trustees shall be elected at large by the voting Accredited Delegates at the Annual Council convention for a three-year term of office. (see schedule of elections attached hereto as Appendix C). The French First Vice-President shall be elected as per Article 0.

10.1.02 In order not to disrupt the Central Bargaining process, the term may be extended to 60 days following the ratification of the Central Agreement in the event Central Bargaining is actively taking place at the time of the scheduled election.

10.1.03 The Francophone Vice-President and the Francophone Mobilizer must be Accredited Delegates to Convention from a CUPE Bargaining Unit that represents employees at a French School Board and must be an employee of such board.

10.1.04 Elections for the position of Area Vice-Presidents and Area Mobilization Officers shall be conducted subsequently in separate Area Caucuses during the Council’s Annual Convention for a three-year term of office. (see schedule of elections attached hereto as Appendix C)

- 10.1.05 The President and the Secretary-Treasurer shall, at the expense of the Council, be deemed to be Accredited Delegates to all Conventions provided they remain a member in good standing with their Local Union. The number of eligible Delegates from their respective Locals will not be reduced as a result.
- 10.1.05(a) In order to be eligible for election, or re-election, to any office, a Candidate must be an Accredited Delegate to the Annual Convention.
  - 10.1.05(b) No Delegate may be nominated for Office unless present at the Annual Convention as an accredited delegate.
  - 10.1.05(c) Nominations, elections and installation of Officers shall take place according to the schedule of elections attached hereto as Appendix C, at the Annual Convention of the Council. The term of office will be three years or shorter if the Officer retires, ceases to be eligible for office or tenders their resignation in writing.
  - 10.1.05(d) Prior to voting for the position of President, Secretary-Treasurer, Francophone Vice-President, Francophone First Vice-President, Health and Safety Representative, Injured Worker Representative, Equity Worker Representative, and Trustees candidates for those positions shall be afforded an opportunity to give a five-minute address to Convention in order to explain the reasons for their candidacy. These speeches should be held during Convention.
  - 10.1.05(e) Election of Officers shall be by secret ballot of Accredited Delegates. The Council Executive Board may use electronic voting provided that affiliated Locals are made aware during the first convention notice. The Presiding Chairperson shall appoint a Returning Officer to count the ballots. Candidates may appoint scrutineers, the number of which shall be determined by the Returning Officer.
  - 10.1.05(f) Election of Area Vice-Presidents and Area Mobilization Officers shall be by secret ballot of Accredited Delegates to the Area and shall be held in a caucus meeting. The presiding Chairperson shall appoint a Returning Officer to each Area Caucus to conduct the elections. Candidates may appoint a scrutineer.

- 10.1.05(g) In the event of a vacancy in the office of President, the First Vice-President shall perform the duties of the President until the next Council convention, at which time a successor shall be elected for the duration of the term.
- 10.1.05(h) In the event of a vacancy in the office of Secretary-Treasurer, an Executive Board meeting will be convened to assign the duties of the Secretary-Treasurer until the next Council Convention, at which time a successor shall be elected for the duration of the term.
- 10.1.05(i) In the event of a vacancy in the office of the First Vice - President, The Council Executive shall appoint an acting First Vice-President, from among the Area Vice-Presidents, who shall perform the duties of the first Vice-President until the next Council Convention, at which time a successor may be elected for the duration of the term.
- 10.1.05(j) In the event of a Vacancy of an Area Vice-President or Area Mobilization Officer, an Area Meeting shall be held (as soon as practicable) to elect an interim replacement, who will serve until the next convention (at which time a successor may be elected for the duration of the term). The Area Meeting election shall be held in accordance with Article 10. All candidates shall be afforded the opportunity to speak for 2 minutes and address the delegates prior to the vote if they so wish.
- 10.1.05(k) Absence, without reason, for two (2) consecutive Council Executive meetings (in person, by telephone or teleconference) shall result in removal from office.
- 10.1.05(l) No person shall continue to hold office or membership on any committee if the person has voluntarily severed employment or has not been reinstated through the grievance/arbitration process, in the jurisdiction of a CUPE local union. Should a person temporarily leave the jurisdiction of any CUPE local union to accept employment outside the jurisdiction of any CUPE local union, such a person shall take a leave from office or as a member of a committee for no longer than four (4) months cumulative over the term of office. Any person who accepts a Managerial position in one of our workplaces, even if temporary, shall resign their Office with the council, and cease to represent CUPE School Board workers on any committee, immediately.

## ARTICLE 11 COMMITTEES

### 11.1 BARGAINING COMMITTEE

- 11.1.01 The Bargaining Committee shall consist of the President, the First-Vice President, the Francophone Vice President, and the Area Vice-Presidents. The Bargaining Committee shall have access to any other committee members, including classification groups in a consultative basis, as needed.
- 11.1.02 The Bargaining Committee shall bargain a Collective Agreement and/or contract extension provincially and collectively, on behalf of all School Board Locals certified by the Canadian Union of Public Employees in accordance with the School Boards Collective Bargaining Act, and any other applicable legislation.
- 11.1.03 Members of Locals and/or Bargaining Units not affiliated with the Council will be allowed an opportunity to participate in identifying bargaining priorities, strike votes, and ratifying the central agreement. Locals and/or Bargaining Units not affiliated will be required to pay their share of the Council expenses as determined in the report adopted by the National Executive Board at its March 2021 meeting. Non-affiliated locals and/or bargaining units must have fees paid in full in order for their members to attend meetings, except where such a restriction is prohibited by law.
- 11.1.04 The Bargaining Committee shall be assisted by the Council's Staff Coordinator, Francophone Staff Coordinator, and such other CUPE staff as is necessary.
- 11.1.05 The Bargaining Committee shall develop a survey to solicit input from locals for bargaining. A list of key issues will be developed and discussed at a special Area Meeting. All input received from the area meetings shall be forwarded to the Bargaining Committee and compiled into a working document. Where possible, this document shall be distributed to each Local one (1) month prior to the Bargaining Conference immediately preceding a round of bargaining.
- 11.1.06 Individual Collective agreement and/or contract extension priorities for provincial bargaining shall be approved by the majority of the delegates present at the Bargaining Conference. Votes on the final priorities package will be decided by the majority of the Bargaining Units present at the meeting (one vote per Bargaining Unit).

- 11.1.07 Following the Bargaining Conference, the priorities package shall be sent out to each Local. Locals shall conduct informational meetings with the assistance of the Bargaining Committee, if requested.
- 11.1.08 Prior to entering into negotiations, and at the same meeting proposals are approved, the Council will seek approval from delegates to extend the term of office to 60 days following the ratification of the Central agreement. This extension would only apply in the event contract discussions between the Employer and the Council were actively underway.
- 11.1.09 Once there is a tentative agreement in either bargaining or an extension to a current central collective agreement, the agreement will be distributed to all local presidents at least three (3) days prior to any leadership meeting or ratification meeting.
- 11.1.10 Once there is a tentative agreement, a Leadership meeting will be held where it will be discussed in detail. Upon approval by the leadership (one vote per bargaining unit), the agreement will be brought to members for ratification. Members of the bargaining Committee may be called upon to attend or assist with Central ratification meetings.
- 11.1.11 Ratification Votes will be conducted at a meeting(s) of the membership.
- 11.1.12 The Central Agreement will be deemed ratified if a majority of the voting members vote in favour.
- 11.1.13 Local bargaining, which may include entering into Letters of Understanding, may include any items which are not part of the Central Table.
- 11.1.14 All Letters of Understanding that are entered into by a Local between rounds of bargaining shall be forwarded to The Council, in the event that these Letters have information that may benefit other locals.

## 11.2 BARGAINING SUPPORT COMMITTEE

- 11.2.01 The Bargaining Support Committee shall consist of the Area Mobilization Officers and the Secretary-Treasurer.
- 11.2.02 The Bargaining Support Committee shall be assisted by the Council's Staff, National Staff assigned to the sector and such other CUPE Staff as is necessary.
- 11.2.03 Each local may select a representative per bargaining unit to work with the Bargaining support committee.
- 11.2.04 The Bargaining Support Committee shall work with the Local President or designate, to:
  - 11.2.04(a) Ensure the Local has current information regarding the state of bargaining.

11.2.04(b) Assist the Local in mobilizing and implementing the Bargaining Support strategy approved at the Bargaining Conference.

11.2.04(c) In the event of a strike, assist in coordinating the strike actions of Locals in the area.

11.2.05 The Bargaining Support Committee shall be responsible for reporting back to the Bargaining Committee progress in terms of mobilization.

11.2.06 The Area Mobilization Officers on the Bargaining Support Committee shall liaise with Allies and Organizations in their Area.

11.2.07 The Bargaining Support Committee shall ensure that Locals have access to applicable training and education (such as strike training).

11.2.08 The Bargaining Support Committee shall develop a Bargaining Support Strategy, which will be presented for approval at the Bargaining Conference.

11.2.09 Should Job Action become necessary, a Leadership Meeting will be held, and a vote on Job Action will be conducted (one vote per Bargaining Unit).

11.2.10 The Bargaining Support Committee shall have access to Strike Support from both CUPE National and CUPE Ontario.

### 11.3 PROVINCIAL COMMITTEES

11.3.01 Positions on Provincial Committees which are the result of the Central Agreement, or initiated by the government, shall be filled through appointment by The Council.

### 11.4 THE EQUITY COMMITTEE

11.4.01 The Equity Committee shall consist of 7 Members-at-Large representing each of the Equality Representative groups (must include Racialized Workers, 2S-LGBTQ+ Workers, Workers with Disabilities, Women Workers, Young Workers, Francophone, and Indigenous Workers).

11.4.02 Positions will be selected through an application process that takes into consideration equity, classification, linguistic and regional representation. Applicants must be from an affiliated local to apply.

11.4.03 The Equity Working Group shall be assisted by CUPE Ontario, Council's Staff Coordinator, CUPE National Human Rights staff, and such other CUPE National staff as is required.

11.4.04 The Equity Working Group shall work with the Council, to:

- a. Develop campaigns and plans to support the OSBCU and locals with equity issues
- b. Mobilize CUPE OSBCU members to become aware of diversity and inclusivity issues in their locals and communities
- c. Communicate with CUPE OSBCU members about issues
- d. Participate and provide resources to the Diverse and Inclusive Workforce Working Group

- e. Provide support and guidance to the OSBCU Bargaining Committee throughout the development of bargaining proposals
- f. Advance equity and diversity throughout the membership
- g. Advise, and upon request, provide guidance to the OSBCU Executive Board
- h. Remain engaged with and aware of barriers experienced by Racialized Workers, 2S-LGBTQ+ Workers, Workers with Disabilities, Women Workers, Young Workers, Francophone, and Indigenous Workers.

## ARTICLE 12 BYLAW AMENDMENTS

- 12.1.01 Written notice of amendments to the bylaws will be accepted from affiliated locals only, and are to be provided to the Secretary-Treasurer, no later than 90 days prior to Convention, for inclusion in the second convention call distributed to locals.
- 12.1.02 These Bylaws, or any of its clauses, may be amended at any regular Annual Convention by form of Resolution, or Council Executive Board Recommendation.
- 12.1.03 An amendment shall be subject to approval by a two-thirds majority vote of the voting delegates present at the Annual Convention.
- 12.1.04 Such amendment shall not conflict with the Constitution of the Canadian Union of Public Employees and shall be subject to approval by the National Executive Board.
- 12.1.05 Unless specifically stated otherwise, all amendments shall take effect upon approval of the National Executive Board.

## ARTICLE 13 GOVERNANCE

- 13.1.01 In all matters not regulated by the Rules of Order attached hereto as Appendix A or the CUPE Constitution, Bourinot's Rules of Order shall govern.

## ARTICLE 14 EXPENSES

- 14.1.01 The signing officers of the Council shall be the President, Secretary-Treasurer, First VP and Francophone VP. All cheques of the Council shall be signed by 2 of the above noted officers. No signing officer will authorize payment of their own expense claim. No signing officer will sign a cheque payable to themselves.
- 14.1.02 All expenditures and bills of the Council shall be accompanied by an expense voucher, duly signed by the member submitting the same along with receipts, where necessary, and approved by the President or Designate.
- 14.1.03 When attending meetings of, or on behalf of, the Council, members shall receive expenses equal to that paid by the Ontario Division, as amended from time to time.



- 14.1.04 In addition to the expenses stipulated in (2) above, when attendance at Council meetings requires them to stay overnight, members of the Council shall be reimbursed the single rate of hotel accommodation.
- 14.1.05 Transportation allowance for members of the Council in order to attend to the business of the Council shall be on the following basis:
- 14.1.05(a) Economy class return airfare via the shortest route;
  - 14.1.05(b) Economy rail or bus return fare via the shortest route;
  - 14.1.05(c) For the use of a member's personal automobile, an allowance shall be paid equal to that paid by the Ontario Division, as amended from time to time;
  - 14.1.05(d) Giving due consideration to the most economical and efficient manner, members of the Committee may choose their own mode of transportation (*subject to approval by the President*) and sections a), b), or c) shall apply.
- 14.1.06 When Executive Council, or other affiliated members, are required to have leave of absence from their employment to work on behalf of the Council, the Council shall reimburse the Employer/Local for lost wages, and the council member(s) directly for normal expenses such as transportation, meals and accommodations allowances (as per CUPE Ontario Policies, as amended from time-to-time). All members must have prior permission from the President before undertaking any duties on behalf of the Council or Executive Board. The Council operates on the basis of payment for lost time and in no case shall any remuneration be paid for overtime or income from outside employment.
- 14.1.07 The following representatives shall receive \$100.00 per month as a responsibility allowance: First Vice-President, Francophone Vice-President, Area Vice-Presidents, Area Mobilization Officers, Health and Safety Representative, Equity Worker Representative, and the Injured Workers Representative. This allowance shall increase at the same rate as negotiated pay increases for the general membership. Payment of this responsibility allowance is contingent to the submission of approved activity reports.

## ARTICLE 15 NOTICE OF MEETINGS

- 15.1.01 There shall be two notices sent to all affiliated locals for the Annual Convention. The first notice shall be posted and e-mailed to affiliated Locals four (4) months in advance of the Annual Convention date. The second and final notice shall be posted to and e-mailed to affiliated Locals six (6) weeks in advance of the Annual Convention date.

- 15.1.02 Notices for conferences (i.e. bargaining conference) of the Council shall be posted and e-mailed to affiliated Locals as soon as possible prior to the conference with the final notice posted and e-mailed to affiliated Locals two (2) weeks prior to the conference.
- 15.1.03 Notice for area meetings will be posted and e-mailed to affiliated Locals by the Area Vice Presidents and/or Area Mobilization Officers as soon as the date becomes available.
- 15.1.04 The Committee may call for a Special Meeting to deal with specific issues (including, but not limited to: Ratification Votes, Job Action, Leadership meetings). Notice shall be sent as soon as practicable.

## ARTICLE 16      AGENDAS

- 16.1.01 The Council President in conjunction with the Executive Board shall set the agenda for the Annual Convention, conferences and area meetings.

## ARTICLE 17      COMMUNICATIONS

- 17.1.01 All documents must be translated into the two official languages that are English and French. For further clarity, when sending out documents they must be sent in both languages at the same time.

## ARTICLE 18      EDUCATION WORKERS BENEFIT TRUST

- 18.1.01 The OSBCU President, through consultation with the Council Executive Board, will appoint five (5) Trustees in accordance with the EWBT Agreement.
- 18.1.02 The OSBCU appointed Trustees will meet with the OSBCU Table Officers and National Staff within 30 days following each quarterly trust meeting to discuss items pertaining to the Trust and OSBCU members.

## APPENDIX A      RULES OF ORDER

### A.1 THE RULES OF ORDER OF CONFERENCES ARE:

- A.1.1 The President will chair all Conventions. The First Vice-President will chair Convention in the absence of the President.
- A.1.2 No question that conflicts with the Equality Statement will be discussed.
- A.1.3 A delegate must go to a microphone to speak. The delegate must give their name and the name of the affiliated Local they represent when recognized by the Chairperson. The delegate will only speak to the question at issue.
- A.1.4 The mover of a motion can speak for five minutes. All other speeches are limited to three minutes.
- A.1.5 No delegate can speak more than once on a subject until all others who wish to speak have been able to do so.
- A.1.6 A delegate cannot interrupt another delegate, except on a point of order.
- A.1.7 If a delegate is called to order and the Chairperson asks the delegate to be seated, the delegate will be seated until the point of order has been decided.
- A.1.8 If a delegate continues unparliamentary conduct, the Chairperson will name the delegate and ask Convention to judge the delegate's conduct. The delegate will be allowed to explain their conduct and will withdraw while Convention decides what to do.
- A.1.9 If no delegate wishes to speak, the Chairperson will ask delegates to vote on whether they are in favour of the motion.
- A.1.10 If a delegate moves a vote on the motion, no debate or amendment to the request or the motion is permitted. The Chairperson will ask: "Are you ready to vote on the motion?". If a majority vote in favour, the vote on the motion will be held without debate. If a majority vote against, debate on the motion continues.
- A.1.11 Votes may be taken by a show of hands or by a standing vote of delegates. A roll call vote will be held only if required by two-thirds of delegates present. In all votes, each voting delegate has one vote.
- A.1.12 The Chairperson can vote on any question. If a vote is tied, the Chairperson casts the deciding vote.
- A.1.13 Two delegates can appeal the decision of the Chairperson. The Chairperson can explain the decision, but no debate is permitted. The vote is on the question: "Do you agree with the decision of the Chairperson?"
- A.1.14 The Executive Committee can combine resolutions or prepare a composite resolution to cover the issue. The report of a Committee cannot be amended unless the Committee accepts the amendment.
- A.1.15 A motion to refer back to the Executive Committee for reconsideration is in order. A delegate who has spoken on the motion cannot move a motion to refer back to the Committee.

- A.1.16 The Chairperson will call a vote on a motion to refer back to the Executive Committee if it has been properly seconded. A motion to refer back is not debatable.
- A.1.17 If a majority of delegates vote in favour of the report of a Committee, it is the decision of Convention. If a majority of delegates vote against the report of a Committee, a motion to refer back to the Committee can be made.
- A.1.18 When a motion has been placed before Convention, the only other motions that can be made are:
1. a motion to refer to the Committee
  2. a motion to adjourn
  3. a motion to vote on the motion
  4. a motion to postpone consideration of the motion for a definite time.
- A.1.19 If any of these motions is defeated, it cannot be placed before Convention again until after an intermediate proceeding.
- A.1.20 A delegate who voted with the majority can give notice of a motion to reconsider a decision of Convention at the next session. The motion to reconsider requires the support of a two-thirds majority of delegates who vote.
- A.1.21 The Council Executive Board establishes the hours of Convention.

## APPENDIX B      EQUALITY STATEMENT

- B.1.1 Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.
- B.1.2 As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.
- B.1.3 Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.
- B.1.4 Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.
- B.1.5 Discrimination and harassment focus on characteristics that make us different, and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.
- B.1.6 CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.

## APPENDIX C SCHEDULE OF ELECTIONS

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<b>President</b>	X			X			X			X			X			X
<b>Secretary-Treasurer</b>	X			X			X			X			X			X
<b>Vice-President</b>	X			X			X			X			X			X
<b>Francophone Vice-President</b>	X			X			X			X			X			X
<b>Area Vice-Presidents</b>	X			X			X			X			X			X
<b>Area Mobilization Officers</b>	X			X			X			X			X			X
<b>Health &amp; Safety Representative</b>	X			X			X			X			X			X
<b>Injured Worker Representative</b>	X			X			X			X			X			X
<b>Trustee A</b>	X	X			X			X			X			X		
<b>Trustee B</b>	X		X			X			X			X			X	
<b>Trustee C</b>	X			X			X			X			X			X

## APPENDIX D CODE OF CONDUCT

- D.1.1 The Council is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing Members are encouraged to welcome, mentor and support new members and equity-seeking members.
- D.1.2 The Council strives to promote 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.
- D.1.3 The Council is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying, intimidation, and violence, including sexual violence. The Council needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. The Council expects that mutual respect, understanding and co-operation will be the basis of all our interaction.
- D.1.4 This Code of Conduct for The Council sets out standards of behaviour for members at meetings, and all other events organized by The Council. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace violence prevention and harassment policy.
- D.1.5 As members of The Council, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:
1. Abide by the provisions of the Equality Statement;
  2. Respect the views of others, even when we disagree;
  3. Recognize and value individual differences;
  4. Communicate openly;
  5. Support and encourage each other;
  6. Make sure that we do not harass or discriminate against each other;
  7. Commit to not engaging in offensive comment or conduct;
  8. Make sure that we do not act in ways that are aggressive, bullying, harassing, violent, or intimidating;
  9. Take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events.

D.1.6 Violence is any incident in which members are threatened, assaulted or abused during their interactions that may cause physical or psychological harm. This includes threats, attempted or actual assault, application of force, verbal abuse or harassment. Harassment is objectionable behaviour which may include language, gestures, electronic or written communication and other actions which the harasser knows, or ought reasonably to know, is abusive and unwelcome. Harassment can be one incident or repeated incidents. Bullying is a form of harassment.

D.1.7 A complaint regarding this 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 the person 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. Once a complaint is received, a designated Officer of the Council will work to seek a resolution.
3. If this fails to resolve the matter, the designated Officer of the Council 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.

D.1.8 This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of The Council, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.



## APPENDIX E LOCALS IN AREAS

Area #	Locals in Area	%
1	27, 1238, 1348, 1358, 2512, 3615, 4168, 4186, 4222, 4299, 7575	14.0
2	256, 1011, 1176, 1317, 3166, 3396, 3447, 4153, 4156, 4605, 5100, 5200	12.3
3A	4400	23.4
3B	1196, 1280, 1328, 1571, 1628, 1734, 2026, 2331, 2544, 3155, 1483, 4340, 5476	23.3
4	218, 997, 1310, 1453, 3987, 5555	11.2
5	1480, 1022, 1202, 1247, 1321, 1479, 2357, 3689, 4154, 5678, 4155, 4297, 5335	11.9
6	16, 895, 1165, 1369, 2799, 4681, 8888, 4274, 4865, 7777, 895,4148	3.1
7	65, 1939, 2486	0.8

APPENDIX F MAPS OVERVIEW

