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## CUPE LOCAL 87 BY-LAWS

### PREAMBLE

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

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## **SECTION 1 - NAME OF UNION**

The name of this Union shall be: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**, THUNDER BAY CIVIC EMPLOYEES, Thunder Bay & District Social Services Board (TBDSSAB) and a list as follows of our outlying units:

Township of O'Connor  
Municipality of Neebing  
Town of Atikokan  
Township of Nipigon  
Township of Schreiber  
Municipality of Shuniah  
Sexual Abuse Centre  
The Township of Terrace Bay  
Atikokan Hydro  
Town of Marathon  
Township of Ignace  
Thunder Bay Librarians  
Conmee Township

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## **SECTION 2 - PRINCIPLES AND OBJECTIVES**

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

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### **SECTION 3 - MEETINGS**

Meetings shall be held on the third Wednesday of each month at 5.30 p.m. A **quorum** for the transaction of business at any regular or special meeting shall consist of at least fifteen (15) members in good standing including 3 members of the Executive Board.

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

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

Members will be provided with a link by the Presidents Administration to participate in the Membership Meeting with their PC/Smartphone, APP/Tablet, or dial in.-

### **MEMBERSHIP NOTIFICATION OF MEETING PURPOSE**

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

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

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

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**SECTION 4 - EXECUTIVE MEETINGS**

- 1. The Executive Board shall be comprised of all elected officers except Trustees and the majority of these shall constitute a quorum for the purpose of Executive Board Meetings. The Executive Board shall meet at least once every month on the second Tuesday of each month at 5:00 p.m.
- 2. Special Executive Board Meetings may be called by order of the Table Officers through verbalcontact by the Recording Secretary if a written notice cannot be executed.
- 3. All matters referred back to the Executive Board shall be resolved at the Executive Board Meeting or Special Executive Meetings and all Executive Board Members shall be notified 24 hours in advanceand informed of the contents of the meeting.
- 4. Meeting to be accessible by PC/Smartphone, APP/Tablet, or dial in.

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## **SECTION 5 - SPECIAL MEMBERSHIP MEETINGS**

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

Meeting to be accessible by PC/Smartphone, APP/Tablet, or dial in.

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## **SECTION 6 - OFFICERS**

1. The Officers of the Union Shall consist of a President, Vice President, Recording Secretary, Secretary-Treasurer, three (3) Trustees, Membership Chair, Grievance Chairperson, Social Committee Chair, By-Law Chairperson, Schedule A Negotiations Co-Chairperson, Schedule B Negotiations Co-Chairperson, Health & Safety Chairperson, WSIB/STD/LTD Chairperson, Employee Health & Wellness Chair, TBDSSAB Negotiation Chairperson.
2. All Officers must give all properties, assets, funds, and all records of the Local Union to their successors at the end of their term of office.
3. All signing Officers of Local 87 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.

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## **SECTION 7 - PRESIDENT:**

### **HOURS OF WORK**

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

### **SALARY**

Highest Salary Group – Step 3 in Schedule “A” plus 15%

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

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## **SECTION 7A - PRESIDENT**

IT SHALL BE THE DUTY OF THE PRESIDENT TO:

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

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## **SECTION 7A – PRESIDENT (CONTINUED)**

8. Have a vote on all matters including election of Officers. The President shall announce the results of all votes and have the power to fill vacancies on Committees where election is not provided.
9. Sign all orders on the Treasury for such money as shall be ordered paid by the Constitution and By-Laws, or by vote of the Union. Possess a credit card, obtained from the Local's financial institution to secure hotel reservations for delegates attending Conventions, Conference, Schools, etc., where credit card use is required to secure such arrangements. Sign all cheques and drafts on the bank and perform such other related duties as the Constitution and By-Laws of the Union may require.
10. The President shall be allowed monthly necessary funds to reimburse himself/herself or any Officers, for expenses incurred on behalf of the Local, not to exceed \$200.00, effective June 2021.
11. Perform other related duties pertinent to the Office of Local 87 President as determined in consultation with the Executive Board Officers.

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## **SECTION 8 - VICE-PRESIDENT**

It shall be the duty of the Vice-President in the absence of the President to preside and to perform all duties pertaining to the Office of the President and render such assistance as may be required as in the case of a vacancy.

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

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## **SECTION 9 - 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; shall record all motions, with the Mover's, and Seconder's names in the minutes of the meetings of the Local. 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 Trustees' reports. She shall record all alterations in the rules and By-Laws by motion or amendment and shall fulfil other secretarial duties as directed by the President.

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

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

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

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## **SECTION 10 - SECRETARY TREASURER**

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

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## **SECTION 11 - TRUSTEES**

There shall be three (3) Trustees, one elected each year for a three-year term. Trustee's report forms shall be used for all audit reports and a copy of such annual audits shall be sent to the National Secretary-Treasurer in accordance with the provisions of the National Constitution. Trustees shall be responsible for all duties as outlined in the National Constitution.

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 Committees at least once every calendar year.
- 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 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 have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment and titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - a) Completed Trustee Audit Program
  - b) Completed Trustees' Report
  - c) Secretary-Treasurer Report to the Trustees
  - d) Recommendations made to the President and Secretary-Treasurer of the Local Union
  - e) Secretary-Treasurer's response to recommendations
  - f) Concerns that have not been addressed by the Local Union Executive Board.

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## **SECTION 12 – MEMBERSHIP CHAIR**

The Membership Chair shall keep a full and accurate record of the attendance at meetings and report to the President any without membership cards. The Membership Chair shall allow none without membership cards to remain and shall obtain the names of all those awaiting initiation, reporting such names to the President for initiation.

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

1. Check all job postings against the staffing changes report for accuracy.
2. Maintain the files of all revised and new job descriptions and or new job classifications.
3. Prepares a monthly report and submits it to the Executive Board and Membership for approval.
4. Review the P.C.N. forms (TB483's) and follow up on conflicting information contained therein.
5. Refer any TB483's regarding two year LTD - disabled member unable to return to work who shall receive \$200 to the Secretary Treasurer in reference to Section 27 of these By-Laws.

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### **SECTION 13 - EXECUTIVE BOARD**

1. The Executive Board shall administer and carry out all work as directed by the Membership and receive all reports of Committees as submitted.
2. Whenever there is a policy grievance or general violation of the agreement it shall be the duty of the Executive Board to make every effort to reach a settlement of the grievance through the Grievance Committee.
3. The processing of any charges against a member or officer of this Local when received in writing by the Recording Secretary, signed by the Accuser who is a member in good standing of the Canadian Union of Public Employees will follow the procedure set out in article articles B.11.1 to B.11.5 of the National Constitution.
4. If an Officer fails to attend three consecutive membership meetings or three consecutive executive board meetings without good and sufficient reason, their office will be declared vacant and filled at the next meeting.
5. Any Committee member will be subject to the same rules governing the Executive Board.
6. Authorized paid leave for any Executive Board member, shall be granted to attend regular membership or executive board meetings, upon concurrence of a majority of the Table Officers.
7. All members of the Executive Board will post their vacation schedule for the year in the CUPE office in accordance with the Collective Agreement between the Corporation and CUPE Local 87.

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**SECTION 14 – (Subsection A) NEGOTIATING COMMITTEE/JOB EVALUATION COMMITTEE – CITY OF THUNDER BAY**

The Negotiating Committee shall consist of 3 members from Schedule "A" of the Collective Agreement and 3 members from Schedule "B" of the Collective Agreement to be elected by the members. The Job Evaluation Committee shall consist of 3 members from Schedule "A" of the Collective Agreement. There will be 1 co-chair elected from the Schedule A representatives. The Schedule "A" co-chair will be a representative of both the Negotiating Committee and the Job Evaluation Committee, and 1 co-chair elected from the schedule B representatives on the Negotiating Committee.

**Schedule "A" Negotiating Committee:**

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

It shall be the duty of these committees to:

1. Draft Proposals.
2. Negotiate any changes that affect the Agreement.
3. The Negotiation Committee will present to the Membership at a special meeting the proposals and the Memorandum of Agreement.
4. Interpret the Agreement to the membership.

**Schedule "A" Job Evaluation Committee:**

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

It shall be the duty of these committees to:

1. Draft Proposals.
2. Job Guides - to negotiate job descriptions and salary or wages.

**Schedule "B" Negotiating Committee:**

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

It shall be the duty of these committees to:

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

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**SECTION 14 – (Subsection A) NEGOTIATING COMMITTEE/JOB EVALUATION COMMITTEE – CITY OF THUNDER BAY (CON’T)**

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

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

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

**Alternates:**

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

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

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#### **SECTION 14 - (Subsection B) TBDSSAB NEGOTIATING COMMITTEE**

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

It shall be the duty of this committee to:

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

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

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

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

#### **Alternates:**

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

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

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## **SECTION 15 - STANDING COMMITTEES**

Grievance, By-Laws, Social Committee Chair, WSIB/STD/LTD, and Health & Safety Committee shall be elected biennially (every two (2) years), Thunder Bay District Social Services Board (TBDSSAB).

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

### **Standing Committee – Diversity Chair**

Members of the Committee will be members in good standing and recognize our individual differences. Will work towards bringing awareness of racism, ethnicity, gender, sexual orientation, social economic statues, age, physical abilities, religious beliefs, political beliefs, or other ideologies.

This Committee shall be comprised of not less than 3 members including Chair Person.

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## **SECTION 16 - SPECIAL COMMITTEES**

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

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## **SECTION 17 - GRIEVANCE COMMITTEE**

There shall be a minimum of:

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

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

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

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

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

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

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## **SECTION 18 – SOCIAL COMMITTEE**

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

### **Annual Fall Social:**

The annual fall social is to honour the retiring members of our Local. The costs pertaining to the fall social ticket prices are as follows and is based on knowing the cost of the meal before printing the tickets:

- Current and former retirees: \$10.00 for retiree and \$10.00 for one guest.
- Current members: 1/2 the price of the cost per plate (including taxes and gratuity) and the same price of 1/2 for one guest.
- All other guests: Full price per plate (including taxes, gratuity, and corkage fees).
- Six free tickets at the approval of the Executive Board. If more than six executives wish to attend, a draw will be held.
- Free tickets to those Entertainment Committee members and their guest who attend and setup/take down banquet facility.
- Free ticket to the President of the Local and one guest.
- Music is to be provided by a unionized music establishment if possible.

### **Family Picnic:**

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

### **Sick & Welfare Baskets:**

1. Arrange for a basket of "comforts" to be delivered to members deemed to be ill for a period of not less than fifteen (15) working days, whether such member is in hospital or at home. (Value of \$50.00 - fifty dollars).

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## **SECTION 18 – SOCIAL COMMITTEE (CON'T)**

2. Send a basket of comforts, floral, or suitable tributes to the sum of fifty dollars (\$50) in the event of death of a member in good standing or a retired member, the child of, the wife, husband, mother, father, Stepparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister -in-law, and grandparents. In the event that the family of the deceased does not wish to have any of the above tributes, fifty dollars (\$50) will be donated to their charity of choice.
3. On the arrival of a baby within a member's family (husband or wife only), either a fruit basket or floral arrangement, a maximum of fifty dollars (\$50) will be sent.
4. A fruit basket or suitable tribute will be delivered to our members who are off on long-term illness or disability at Easter and Christmas. The fruit basket will not exceed fifty dollars (\$50.00).

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## **SECTION 19 - HEALTH AND SAFETY COMMITTEE**

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

1. Promote safe working matters and interpret the Safety Policy to the membership.
2. Participate on the respective Joint Health & Safety Committee to identify risks & hazards in the workplace and to work with the employer members to eliminate or mitigate the identified risks & hazards that the membership may be exposed to.

Representatives of Health & Safety Committee:

1. Three members for the Co-ordinating Committee
  - 1 Schedule A Member
  - 1 Transportation & Works Member
  - 1 Parks Member
2. The Plants – WTP (Water Treatment Plant) & WPCP (Water Pollution Control Plant) – JHSC.
  - Two regular members (WTP)
  - Two regular members (WPCP)
  - 1 alternate member
3. North Side – JHSC
  - One regular member – Roads
  - One regular member – Environment
  - One regular member – Parks
  - One regular member – Facilities & Fleet
  - One regular member – Land Fill
  - One alternate Member
4. South Side – JHSC
  - One regular member – Roads
  - One regular member – Environment
  - One regular member – Parks
  - One regular member – Chapples Golf
  - One regular member – City Hall
  - One regular member – Victoriaville Civic Centre
  - One regular member – Corporate Information & Tech.
  - One alternate member
5. Four members from the TBDSSAB Negotiation Committee.

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## **SECTION 19 - HEALTH AND SAFETY COMMITTEE (CON'T)**

6. Two (2) Regular Members (one from Canada Games Complex)  
1 Alternate
7. One member from Grandview Lodge  
One member from Dawson Court  
One member from Pioneer Ridge
8. Fire & Rescue – JHSC  
One regular member (Vickers St. Fire Hall)  
One alternate (Vickers St. Fire Hall)

The Union Health & Safety Committee will be composed of all Joint Health & Safety Committee Worker Co-Chairs and Worker - Members, from each Joint Health & Safety Committee. (J.H.S.C.).

They are the Joint Co-ordinating Committee, The Plants - JHSC, The North Side - JHSC, The South Side - JHSC, TBDSSAB - JHSC, Volunteer Pool - JHSC, Churchill Pool - JHSC, 55+ Centre - JHSC, Grandview Lodge - JHSC, Dawson Court - JHSC, Pioneer Ridge - JHSC, and The Fire & Rescue Services - JHSC.

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

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## **SECTION 20 - BY-LAWS**

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

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## **SECTION 21 -WSIB/STD/LTD/REHABILITATION COMMITTEE**

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

### **Composition:**

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

### **Meeting Attendance:**

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

### **Training:**

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

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## **SECTION 22 - INITIATION FEES AND DUES**

1. After completion of thirty (30) days of service, the initiation fee shall not be less than ten dollars (\$10.00) and the dues 2% of the regular earnings, not to include overtime hours worked plus a percentage to cover the wages and benefits of a fulltime president. Any change in the Local Union dues can be made only at a membership meeting when a notice of motion has been given previously, except where the minimum dues are raised by an amendment to the CUPE Constitution, such notice of motion can be given either at the previous membership meeting or in a circular given to all members at least seven (7) days before the question is to be discussed.
2. The initiation fee for part-time shall not be less than ten dollars (\$10.00) and the dues not less than 2% of regular annual earnings calculated bi-weekly plus a percentage to cover the wages and benefits of a fulltime president.
3. A monthly check and record shall be made by the Secretary-Treasurer of the check-off of union dues, fines and assessments for each employee, and the account submitted by the Municipality.
4. A member on authorized leave-of-absence shall not be required to pay union dues while on such leave, provided the leave is approved by the union. Authorized Leave of Absence shall include travel, family matters and/or return to post-secondary education. Members accepting non-union positions within the Corporation shall continue to pay union dues. When and if a member requests a leave to work for another employer, other than the Corporation, for a short-term period they shall continue to provide union dues at the current rate by which they commenced the leave. In keeping with the Collective Agreement, members who accept a position beyond the Scope of the Collective Agreement shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in such position outside the agreement, provided the employee concerned returns to a position within the Scope of the Agreement within a period of six (6) months, or in the case of temporary placements caused by illness, injury, or within a period of twelve (12) months and for Maternity or Parental Leave, within a period of eighteen (18) months.
5. In the event a permanent employee covered by this TBDSSAB Collective Agreement accepts a secondment to an Ontario Government Ministry, such employee shall retain the seniority and service previously acquired and shall continue to pay Union dues.
6. A member who is on a leave of absence without pay as a result of exhausted sick leave credits shall not be required to pay membership dues.
7. No Union membership card will be issued except at a regular meeting and then only after the candidate has taken the obligation.
8. Assessments may be levied in accordance with Article B.4.2 of the National Constitution.

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## **SECTION 22 - INITIATION FEES AND DUES - TBDSSAB**

In the event a permanent employee covered by this Collective Agreement is placed into a position beyond the scope of this Collective Agreement and later returns to a position within the scope of this Collective Agreement, such employee shall retain the seniority and services previously acquired and shall have added thereto the seniority and service accumulated while serving in the position outside of the Collective Agreement, provided the employee concerned returns to a position within the scope of the Collective Agreement within a period of six (6) months, or in the case of temporary placements caused by illness, injury or Pregnancy or Parental leave within a period of twelve (12) months. such time periods may be extended upon mutual agreement of the parties.

In the event a permanent employee covered by this Collective Agreement accepts a secondment to an Ontario Government Ministry, such employee shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in the secondment provided the employee concerned returns to a position within the scope of the Collective Agreement within the time frame mutually agreed to by the union and the Employer. These secondments shall be mutually agreed to between the Union and the Employer.

Assessments may be levied in accordance with Article B.4.2 of the National Constitution.

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## **SECTION 23 - NON-PAYMENT OF DUES AND ASSESSMENTS**

Any member in arrears for a period of two months may be suspended and shall be reported to the Executive Committee by the Secretary -Treasurer. The Executive Board shall report to the general meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application pay a reinstatement fee. The initiation fee shall not be less than the initiation fee of the local plus any dues and assessments in arrears. This money will be returned if the application for reinstatement is refused. If the member fails to seek reinstatement, the Secretary-Treasurer will report to the Secretary who will inform the City Clerk that the said member is no longer a member of the Union.

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## **SECTION 24 - VOTING OF FUNDS**

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

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## **SECTION 25 - DELEGATES TO CONVENTIONS**

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

As of 2003, delegate entitlements are increasing at Conventions, Conferences, Schools. When the call is received for any of these events, the Executive Board will recommend the number of delegates to attend, taking into account the current finances of the Local. The recommendation will then be presented to the membership for approval.

1. CUPE Local 87 will send delegates to the following Conventions:
  - a) Canadian Labour Congress
  - b) Ontario Federation of Labour
  - c) National Convention of the Canadian Union of Public Employees
  - d) Ontario Division Convention of the Canadian Union of Public Employees
  - e) Ontario Municipal Employees Co-ordinating Committee of the Canadian Union of Public Employees
  - f) Lakehead and District Council of CUPE
  - g) Social Service Workers Co-ordinating Committee
  - h) International Labour Counciland any other convention approved by a vote of the membership.
2. Delegates to:
  - A. **The Canadian Labour Congress:** (1 delegate to attend)
    - a) the President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
  - B. **The Ontario Federation of Labour** (3 delegates to attend):
    - a) the President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
    - b) Executive members, elected from the floor by the membership. In the event that there are not enough executive members who wish to stand for election, to fill the positions, these positions will be filled by:
    - c) Committee members, elected from the floor by the membership. In the event that there are not enough committee members who wish to stand for election, to fill the positions, these positions will be filled by:
    - d) Members elected from the floor by the membership.

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## **SECTION 25 - DELEGATES TO CONVENTION (CON'T)**

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

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

**D. The Ontario Division Convention of the Canadian Union of Public Employees (up to 9 delegates to attend):**

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

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

- a) The President. If the President is unable to attend, the Vice President shall go in their place. If the Vice President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
- b) The Chairs of the Schedule A and Schedule B Negotiation Committees, and Thunder Bay District Social Services Members' Chairperson automatically be elected to attend the Conference. If the Chair(S) cannot attend, an elected Schedule A and/or B or Thunder Bay District Social Services Committee member be elected to attend in their place.

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## **SECTION 25 - O.M.E.C.C. (CONTINUED)**

- I. If a Schedule A Committee member cannot attend, then an elected Schedule B Committee member attend in their place and respectively, if a Schedule B Committee member cannot attend, an elected Schedule A member be elected to attend in place of the Schedule B Member.
- II. In the event none of the Negotiating Committee members are able to attend, member(s) of the Executive Board may be elected to attend.
- c) CUPE 87 representative for Area 1B: From the delegates selected to go to the OMECC Convention, one member will be chosen to run for the position of OMECC Representative for Area 1B (Northwestern Ontario).  
If a member of CUPE 87 is the Area 1B representative at the time of the elections for OMECC, and it is their intention to stand for re-election for Area 1B representative, they will be given the credential for the schedule group they represent (A or B).
- F. **The Lakehead and District Council of CUPE** (maximum 30 delegates, when held outside the City of Thunder Bay).
- G. **Social Service Workers Co-ordinating Committee**
  - a) The President. If the President is unable to attend, the Vice-President shall go in their place. If the Vice-President is unable to attend, the Executive Board will elect an executive member to go in their place.
  - b) The Chairperson of the TBDSSAB Negotiating Committee. If the event that the Chair cannot attend, a member of the Negotiating Committee from the TBDSSAB Unit. In the event that there is not a member of the Negotiating Committee from the TBDSSAB Unit, a member from the TBDSSAB Unit will be elected from the floor plus 3 members from TBDSSAB elected from the floor, and one member from Childcare (COTB).
- H. **The International Labour Council Conference (2 delegates to attend)**
  - a) The President. If the President is unable to attend, the Vice-President shall go in their place. If the Vice-President is also unable to attend, the Executive Board will elect an Executive member to go in their place.
  - b) Executive member elected from the floor by the Membership. In the event there are not enough Executive members who wish to stand for election, the position will be filled by:
    - I. Committee member elected from the floor by the Membership. In the event that there are not enough committee members who wish to stand for election, the position will be filled by:
    - II. Members elected from the floor by the Membership.

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## **SECTION 25 Health & Safety (CON'T)**

### **I. Health and Safety National (5 delegates to attend)**

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

### **J. Health & Safety Provincial (7 delegates to attend)**

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

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## **SECTION 25 - DELEGATES TO CONVENTION (CON'T)**

### **Elections shall be from the floor of the membership meeting.**

1. All delegates attending any convention, school, or seminar held outside a four hundred (400) mile or kilometre equivalent radius of the City of Thunder Bay, shall be paid transportation expense at the economy tourist or coach rate thirty five dollars (\$35.00) for ground transportation if required and a per diem allowance that includes the cost of a single room plus the per diem allowance of seventy-five dollars (\$75.00)
2. All delegates attending any convention, school or seminar held within a four hundred mile (400) or kilometre equivalent radius of the City of Thunder Bay, shall be paid transportation expenses at economy tourist or coach rate, fifteen dollars (\$15.00) for ground transportation if required and a per diem allowance that includes the costs of a single room plus the per diem allowance of fifty dollars (\$50.00).
3. **Meal Per Diems:**
  - a) All delegates attending any school, or convention or seminar, etc. in Thunder Bay shall be paid a meal allowance of ten dollars for breakfast, fifteen dollars for lunch and twenty-five dollars for dinner unless completely funded.
  - b) All delegates attending a school, convention, or seminar, etc. outside Thunder Bay will not receive a fifteen dollars (\$15.00) per diem allowance if they are completely funded.
4. All delegates elected to a convention, school, seminar, conference, workshop, etc. shall be **liable for their registration** fee if they do not present a valid reason for not attending said convention, school, seminar, etc.
5. All elected delegates are **expected to attend** conventions, schools, seminars etc. for their duration and a written report presented to the membership within two months to a membership meeting.
6. Any delegate elected to a CLC/OFL school, seminar, workshop, etc. sponsored by the Thunder Bay District Labour Council and /or Northwestern Ontario CUPE held in Kenora, Fort Frances, or Thunder Bay, must be a **member in good standing** and have an honest interest in learning about their union to attend.

### **Observers:**

One observer will be sent to the Ontario Division Convention of the Canadian Union of Public Employees. To be eligible to stand for election as an observer, the member must be a member of an Executive Committee and not have attended a major convention as a representative of CUPE Local 87.

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## **SECTION 26 - NOMINATIONS FOR ELECTIONS TO THE EXECUTIVE BOARD AND THE NEGOTIATING COMMITTEES**

1. Any member in good standing as set out in Article B.8.3 can run for and hold office in the Local Union. The Local Union can also elect or employ a Business Agent. No nominations shall be accepted unless the member attends the nomination and election meeting or has allowed to be filed prior to such meeting, his or her consent in writing and duly witnessed by another member. No member shall be eligible for nominations if more than thirty (30) days in arrears of dues or assessments.
2. A member may accept nomination for one (1) office only.
3. In the event there is only one (1) nominee for any position, the Nominating Officer shall declare that nominee elected by acclamation.
4. Nothing contained in this article shall be deemed to conflict with the provisions of the CUPE Constitution.

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

**Nominations** for the positions of **Negotiating Chairperson Schedule A, Negotiating Chairperson Schedule B, Negotiating Chairperson TBDSSAB** and the Negotiating Committees shall be held no later than the **3rd Wednesday** Membership Meeting following the ratification of the current Collective Agreement.

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

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## **SECTION 27 - ELECTIONS**

1. For the purpose of conducting all elections, the Executive Board shall appoint an Election Committee of at least 5 members who shall be members in good standing. The Executive Board appointing the Election Committee should be done subject to the approval of the membership. Members of the Election Committee shall not be eligible to run for any office nor will they currently hold an Executive Board or Trustee position. The Election Committee shall designate one of the members as the Chief Nominating Officer.
2. The Election Committee shall have full responsibility for the receiving of nominations and conducting the elections as set out in these By-Laws. This Committee shall be paid on the same basis as Standing Committees.
3. The Election Committee shall conduct the election of the **President** by electronic voting and will work with a firm selected by the Membership (Simply Voting Service Approved March 2021). The Election Committee shall arrange for one or more electronic voting stations at the Union Hall. The Nominating Officer shall be responsible for arranging adequate notice to the membership, at least seven (7) days prior to voting day, all pertinent information pertaining to the election.
4. The **PRESIDENT** shall be elected for a two-year term on the **third (3rd) Wednesday in November** between the hours of 8:00 a.m. to and 8:00 p.m. by electronic vote from a PC/Smartphone, APP/Tablet, or dial in or in person by utilizing the electronic voting station at the CUPE Local 87 office.
5. The Membership Chair, Recording Secretary and the National Representative or designate are to scrutinize. If no one receives more than 50 % of the vote, then a runoff on the third (3rd) Wednesday in **December** will be held in the same manner.
6. The election of the **Grievance Chairperson, Recording Secretary and Secretary-Treasurer** shall be elected for a two (2) year term on the **third (3rd) Wednesday of November at 7:30 p.m.** at the regular membership meeting. The method of election will be by secret electronic vote and shall be elected by a simple majority, more than 50 % of the vote.
7. **All remaining Officers of the Executive Board and Committee** members shall be elected for a two (2) year term on the **third (3rd) Wednesday in December** each year at **7:30 p.m.** at the regular membership meeting. The Officers of the Executive Board shall be elected by a simple majority, more than 50 % of the vote.
8. Election of the Negotiating Committees including TBDSSAB shall be held the same night as their nominations, on the **3rd Wednesday** of the month, no later than three months following ratification of the current Collective Agreement.

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## **SECTION 27 - ELECTIONS (CON'T)**

9. All other Committee members and delegates to conventions, schools, seminars, etc. shall be elected by plurality vote (the greatest number of votes).
10. Immediately following the close of voting, the Nominating Officer shall extract the data from the third-party firm (Simply Voting Service Approved by the Membership March 2021) and the results shall be announced via email to all members who have provided email addresses as well as the CUPE 87 Webpage and the social media platforms that are currently being employed.
11. Candidates receiving less than 5% of the total vote will be dropped from the next electronic vote.
12. Any candidate may appeal for a recount of the votes for whichever office he or she was a candidate, or the meeting itself, without an appeal, may order a recount of any or all elections, provided however, that in either instance two-thirds (2/3) of the members present at the meeting shall vote in favour of such recount, such recount to be taken immediately and prior to the election of any other office. In the event of **President** Recount: The Nominating Officer, in the presence of a representative from each candidate concerned and in the presence of the CUPE National Representative or a CUPE designate, will meet with the third-party firm carrying out the vote (Simply Voting Service Approved by the Membership March 2021) to recount the vote.
13. Voting to fill one office shall be conducted and completed and recounts dealt with before balloting may begin to fill another office.
14. A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent electronic votes shall be taken, if necessary, to obtain such a majority, on the second and subsequent electronic votes, the candidate receiving the lowest number of votes in the previous electronic vote shall be dropped. When two or more nominees are to be elected to any office by electronic vote, each member voting will be required to vote for the full number of candidates to be elected or the member's electronic vote will be declared spoiled. In case of a final tie vote the presiding, officer shall cast the deciding vote.
15. Elections of Health & Safety Committee:  
Elections will be conducted in the following order:
  - a) Three members for the Co-ordinating Committee
    - I Schedule A Member
    - I Transportation & Works Member
    - I Parks Member
  - b) Four members for the Joint Transportation & Works Committee.  
Three alternate members for the Joint Transportation & Works Committee.

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## **SECTION 27 - ELECTIONS (CON'T)**

- c) Three members for the Joint Parks Committee.  
Two alternate members for the Joint Parks Committee.
  - d) Four members for the Joint Schedule A Workers Committee (1 alternate)
  - e) One member for the Joint Aquatics & Fitness Committee.  
One alternate member for the Joint Aquatics & Fitness Committee.
  - f) One member for the Joint Homes for the Aged Committee.  
One alternate member for the Joint Homes for the Aged Committee.
16. Any unfilled vacancies resulting from elections will automatically be carried over to the meeting notice for the following month.

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## **SECTION 28 - INSTALLATION OF OFFICERS**

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

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**SECTION 29 - INTERPRETATION**

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

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### **SECTION 30 - AMENDMENTS AND NEW BY-LAWS**

These By-Laws shall not be suspended or amended unless:

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

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## **SECTION 31 - ORDER OF BUSINESS**

1. Call Meeting to Order
2. Roll Call of Officers
3. Reading of Equity Statement
4. Acceptance and Initiation of New Members
5. ADOPTION OF MINUTES
  - a) Previous Membership Meeting Minutes.
  - b) Agenda for Membership.
  - c) Matters arising from the minutes.
6. Secretary Treasurer's Report
7. By-Laws Chair Report
8. Membership Chair Report
9. TBDSSAB Negotiation Report
10. Employee Health & Wellness Chair Report
11. Social Committee Chair Report
12. Grievance Chair Report
13. TBDSSAB Grievance Report
14. Schedule A Negotiations Report
15. Schedule B Negotiations Report
16. TBDSSAB Membership Report
17. Health & Safety Chair Report
18. WSIB/STD/LTD Chair Report
19. Committees and/or delegates Report
20. Vice-President's Report
21. President's Report
22. Nominations, Elections, or installations
23. Other Correspondence
24. Unfinished Business
25. New Business
26. Good of the Union
- 27. Adjournment**

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## **SECTION 32 - RULES OF ORDER**

This Union shall be governed by the rules of order as established by the National Constitution of CUPE.

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

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## **SECTION 32 - RULES OF ORDER (CON'T)**

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

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

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## **SECTION 32 - RULES OF ORDER (CON'T)**

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

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**SECTION 32 - RULES OF ORDER (CON'T)**

27. All rules and proceedings of debate not herein provided for, be as defined in the **Constitution of the Canadian Union of Public Employees.**
28. This Local recognizes the Bourinot's Rules of Order be accepted as the rules governing this Local, when not covered by the By-Laws governing this Local or the National Constitution.

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### **SECTION 33 - APPROVAL OF COLLECTIVE AGREEMENT**

The bargaining unit shall authorize the signing of their new agreement.

A special Collective Agreement Information Meeting will be held to inform the members of the changes to their Collective Agreement. Two different time options should be available for members who work shift work. The meeting must be made available from a PC/Smartphone, APP/Tablet, or dial in.

The Membership shall ratify the Collective Agreement on a date organized by the President. The Union Members will be notified no less than seven (7) days of the vote by email to those members that have provided their email addresses and by letter to be sent to all City of Thunder Bay departments. Voting will be all day (12 hours) by electronic ballot (Simply Voting Service Membership Approved March 2021) and accessible from a PC/Smartphone, APP/Tablet, or dial in or in person by utilizing the electronic voting station at the CUPE Local 87 office

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#### **SECTION 34 - UNION PROPERTY**

The Executive Board Officers shall hold title to any real estate of the Union as Trustees for the Union. They shall have no right to sell, convey, or encumber any real estate without first submitting the proposition to a special meeting where such proposition is approved.

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### **SECTION 35-LAWRENCE CHOQUETTE MEMORIAL SCHOLARSHIP AWARD**

Two scholarships of three hundred and fifty dollars (\$350.00) each shall be given yearly to two (2) students with the highest scholastic achievements over sixty-five percent (65%) in their final year of high school, and who will be proceeding to higher education institutions in the following year.

Applications will be accepted from children, grandchildren, or dependant wards of current members and must be submitted, together with a copy of the student's academic record, to the Executive Board no later than June 1st of each year.

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### **SECTION 36 - RECORDED MILEAGE ALLOWANCES**

Mileage shall be paid out at a rate consistent and equal to the Corporation of the City of Thunder Bay. All records of miles travelled to conduct union business shall be documented on the proper forms and submitted no less than quarterly to the Secretary Treasurer. The Secretary Treasurer shall reimburse the mileage expenses by cheque to the individual subject to scrutiny and approval by the Executive Board.

Any further expenses shall be forwarded to the Secretary-Treasurer and paid subject to the scrutiny and approval of the Executive Board.

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**SECTION 37 - RETIRED MEMBERS ASSOCIATION**

All expenses incurred by this association shall be pre authorized by the Executive Board.

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## **SECTION 38 - GRATUITIES**

The following shall be provided annually and paid in monthly instalments to show gratitude for all the hard work put into completing the duties of the positions held. Each member of the Executive Board and of Committee Member shall be paid individually by cheque each regular monthly meeting or Executive Meeting by the Secretary Treasurer.

President (Highest Salary Group – Step 3 in Schedule A, plus 15%, plus benefits)

President (Highest Salary Group – Step 3 in Schedule A, plus 15%, plus benefits)

President - (non-full-time) - \$2,010.00

Secretary-Treasurer - \$1,110.00

Vice-President - \$1,110.00

Recording Secretary - \$390.00

Grievance Chairpersons - \$480.00

Schedule A & B Negotiation Chairpersons - \$480.00

TBDSSAB Negotiations Chairperson - \$480.00

Membership Chair - \$390.00

Social Committee Chairperson - \$390.00

By-Law Chairperson - \$390.00

Health & Safety Chairperson - \$390.00

WSIB/LTD/STD Rehabilitation Chairperson - \$390.00

Employee Health & Wellness Committee - \$390.00

Trustee/Per Annual Audit - \$200.00

Committee Members - \$10.00/meeting attended.

The Committee Chairperson will not receive the \$10.00 in addition to their monthly Executive Board gratuity for the one monthly meeting required. The Chairperson will be eligible for the \$10.00 for any **ADDITIONAL** Committee Meetings held during the month.

The Negotiations Committee Members for all CUPE 87 Collective Agreement Bargaining Committees shall receive a gratuity of \$400.00 to be paid after negotiations have been completed and ratified. The Chair of the Bargaining Committee is responsible to submit the names of the Committee Members.

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### **SECTION 39 - OUTLYING UNITS**

1. All expenses incurred by Outlying Units shall be pre-authorized by the Executive Board.
2. Each Outlying Unit shall elect or select one member and one designate, as stewards to deal with communications with the Recording Secretary.
3. Each Sub Unit of the local shall elect one member within their Unit to attend the Northwestern Ontario CUPE Council School and shall be paid as per Section 27-3.

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#### **SECTION 40 - DEFENCE FUND**

The Strike fund will be increased from \$1.00/member/month to a \$1.50/member/month during the years the Union is negotiating.

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**SECTION 41 - ATTENDANCE DRAW**

A draw for \$25.00 will occur only at regular Membership Meetings.

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