CUPE | Canadian Union of Public Employees

Bylaws Local Union 217

Proposed by the Bylaws Committee October 2026 ~ Highlight & Strikethrough Edition

Approved by the membership:

Approved by the National President:

Contents

INTRODUCTION 5
SECTION 1 – NAME 5
SECTION 2 – OBJECTIVES 5
SECTION 3 – REFERENCES 2
SECTION 4 – MEMBERSHIP 2
SECTION 5 – MEMBERSHIP MEETINGS 3
SECTION 6 – OFFICERS 5
SECTION 7 – EXECUTIVE BOARD 6
SECTION 8 – DUTIES OF OFFICERS 6
SECTION 9 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS 16
SECTION 10 – FEES, DUES AND ASSESSMENTS 20
SECTION 11 – NON PAYMENT OF DUES AND ASSESSMENTS 21
SECTION 12 – EXPENDITURES 21
SECTION 13 – HONORARIUMS 22
SECTION 14 – CHILD CARE, DEPENDENT CARE AND ELDER CARE 25
SECTION 15 - PERSONS CONDUCTING AUTHORIZED DUTIES ON BEHALF OF THE LOCAL 25
SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS 26
SECTION 17 – MILEAGE 27
SECTION 18 – COMMITTEES 28
SECTION 19 – COMPLAINTS AND TRIALS 32
SECTION 20 – RULES OF ORDER 32
SECTION 21 – AMENDMENTS 33
SECTION 22 – PRINTING AND DISTRIBUTION OF BYLAWS 34
APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT 35
APPENDIX B - CODE OF CONDUCT 36
APPENDIX C - RULES OF ORDER 41

INTRODUCTION

Local 217 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

The following bylaws are adopted by Local 217 in accordance with the CUPE National Constitution (Articles ~~13.3~~ 12.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix A to these bylaws.

CUPE chartered organizations may also wish to adopt a Local Union Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization. The Local Union Code of Conduct can be found in Appendix B to these bylaws.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 217; London Library Employees' Union.

Local 217 consists of the following bargaining units:

217	London Public Library
217.2	Museum London
217.3	Eldon House

SECTION 2 – OBJECTIVES

The objectives of Local 217 are to:

(a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;

(b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

(c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;

(d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;

(e) Establish strong working relationships with the public we serve and the communities in which we work and live; and

(f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3 – REFERENCES

Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

SECTION 4 – MEMBERSHIP

(a) **Membership**

All employees of London Public Library, Museum London and Eldon House shall be entitled to membership in this union, save and except those employees specially described in Article One of the Collective Agreement.

(Article B.8.1)

(b) **Oath of Membership**

New members will take this oath:

"I promise to support and ~~obey~~ comply with the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union."

(Article B.8.4)

(c) **Continuation of Membership**

Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(Article B.8.3)

(d) **Member Obligations**

Members are obligated to abide by the CUPE National Constitution and these bylaws as amended from time to time.

Members will provide the Recording Secretary with their current address, home telephone contact number and ~~where available,~~ an e-mail address. The member will advise the Recording Secretary of any changes to their contact information. This information will be protected and used to communicate with members. Such communication will take the form of mail, virtual meetings, email blasts or telephone town halls.

In the case of a telephone town hall or virtual meeting, the telephone number and/or email may be shared with a service provider under contract to the Local Union to provide the technical equipment to support such a virtual meeting.

Upon request, the Local Union will share the ~~telephone~~ contact information with CUPE National or CUPE Ontario. The purpose of sharing this ~~telephone~~ contact information with CUPE National or CUPE Ontario is so that the National Union or Provincial Division can conduct a telephone town hall with members on important matters.

SECTION 5 – MEMBERSHIP MEETINGS

(a) **Regular Membership Meetings**

Regular membership meetings of Local 217 shall be held five times per year. Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven days in advance of the meeting.

There will be no regular meetings in July and August save and except for a special meeting.

(b) **Special Membership Meetings**

Special membership meetings of Local 217 may be required, and shall be called by the Executive Board or may be requested in writing by no fewer than 15 members. The President shall immediately advise members when a special meeting is called, and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

(c) **Quorum**

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be twelve (12) members, plus at least three members (3) of the Executive Board.

(d) **Membership Meeting Agenda**

The order of business at regular membership meetings is as follows:

1. Acknowledgement of Indigenous territory
2. Roll call of officers
3. Reading of the Equality Statement
4. Voting on new members and initiation
5. Reading of the minutes
6. Matters arising from the minutes
7. Secretary-Treasurer's Report
8. Communications and bills
9. Executive Board Report
10. Reports of committees and delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

(Article B.6.1)

(e) **Meetings of Bargaining Units 217.2 and 217.3**

In the case of bargaining units 217.2 and 217.3, a regular meeting can be called by the Stewards of the bargaining units, or at the request of five (5) members. All members shall receive (24) hours' notice of the meeting and the subjects to be discussed.

SECTION 6 – OFFICERS

The Officers of Local 217 shall be the President; Vice-President; Secretary-Treasurer; Recording-Secretary; Correspondence Secretary; Head Steward; Equity, Diversity and Inclusivity Member-at-Large; three (3) Trustees; Membership Officer; Unit Chairs; and 217.2 Secretary.

(Articles B.2.1 and B.2.2)

SECTION 7 – EXECUTIVE BOARD

(a) The Executive Board shall include all Officers, except Trustees, Membership Officer, Unit Chairs, and 217.2 Secretary. ~~and Sergeant-At-Arms~~.

(Article B.2.2)

(b) The Executive Board shall meet at least once per month.

(Article B.3.14)

(c) A majority of the Executive Board constitutes a quorum.

(d) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.

(e) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.

(f) Should any Executive Board member fail to answer the roll call for three **consecutive** regular meetings or three **consecutive** regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Article B.2.5)

SECTION 8 – DUTIES OF OFFICERS

~~Each Officer of Local 217 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.~~

All elected officers of Local 217 shall have access to CUPE Local Executive Training (LET) programs, and are encouraged to participate in LET training

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.

(Article B.3.9)

All Signing Officers of Local 217 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.

(Article B.3.5)

(a) **President** *(3 Year Position)*

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Introduce new members.
- Be an ex-officio member of each committee or designate a member of the Executive Board to act as proxy.
- ~~Sign all cheques and~~ Act as a Signing Officer and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- Be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.

- Have first preference as a delegate to the CUPE National Convention and all other conferences.

- Performs other duties required by the Executive Board, local bylaws, or the National Constitution.

(Article B.3.1)

(b) **Vice-President** *(1 Year Position)*

The Vice-President shall:

- If the President is absent or not eligible, perform all duties of the President.

- Preside over membership and Executive Board meetings in the absence of the President.

- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.

- Render assistance to any member of the Executive as directed by the Executive Board.

- Act as a Signing Officer and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.

- Prepare and present the Executive Board Report at General Membership Meetings.

- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

(Article B.3.2)

(c) **Unit Chairs for Museum London (217.2) & Eldon House (217.3)**

The Unit Chairs shall:

- Arrange all necessary and authorized meetings, as well as an annual meeting of their Unit.
- Make such financial arrangements with the Executive Board as may be deemed necessary prior to arranging such meetings, so that the Local's Secretary-Treasurer may have direction in paying the expenses incurred as a result of such meetings.
- Assign a designate Steward to act as Unit Chair in the event of a scheduled absence, such as vacation, or extended leave. Unit Chair to notify the Executive Board of a prolonged absence.
- Appoint all stewards and members of special committees for their Unit, as outlined in the agreements of their respective Units, and report these appointments to the Executive Board
- The duties of the Unit Chairpersons shall include stewarding and negotiations.
- Provide the Recording Secretary with a copy of their Unit's collective agreement as soon as it is made available to the Unit, following signing and publication. They will also provide the Recording Secretary with a copy of all subsequent amendments negotiated during the duration of the collective agreement(s).
- Provide the Head Steward with a copy of all grievances, when filed. No Unit Chairperson shall enter into any form of negotiation with any employer except in the presence of the CUPE National Representative.
- Each Unit Chairperson must be employed within the Unit for which they preside.
- Ensure that members of their Unit follow the appropriate book-off processes and paperwork in advance of any Time Off for Union Business, when applicable as per these Bylaws.
- Make a complete list of Unit Stewards and other appointments, and make a copy available to the Recording Secretary.
- Complete Bargaining Unit Reports to be presented by the chair or delegate at General Membership Meetings.
- Perform other duties required by the Executive Board, Local bylaws, or the National Constitution.

(d) **Secretary-Treasurer** *(2 Year Position)*

The Secretary-Treasurer shall:

- Receive all revenue, ~~initiation fees,~~ dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.

- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.

(Article B.4.4)

- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, ~~including $1.00 of each initiation fee on all members admitted,~~ no later than the last day of the following month.

- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.

- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.

- Present a budget for the forthcoming year no later than the November General Membership Meeting.

- Make a full financial report to meetings of the Local Union's Executive Board.

- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.

- ~~Be bonded through the master bond held by CUPE National. Any Treasurer who cannot qualify for the bond shall be disqualified from office.~~

- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.

- Make all books available for inspection by the Trustees and/or auditors on reasonable notice**.** Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any

recommendations and concerns raised by the Trustees.

- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.

- Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.

- Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.

- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

(Articles B.3.4 to B.3.8)

(e) **Recording-Secretary** *(2 Year Position)*

The Recording-Secretary shall:

- Keep correct, full, and impartial minutes of all membership meetings and all meetings of the Executive Board. The minutes will include a copy of the full financial report presented by the Secretary-Treasurer as required by Article B.3.6 of the National Constitution. The records will also include Trustees' reports when applicable.

- Record all amendments and/or additions in the bylaws and make certain that these are sent to the National President for approval prior to implementing.

- Record all motions, with the mover's and seconder's names, in the minutes and maintain a separate file of motions in the Motions Book.

- ~~Answer correspondence and fulfil other administrative duties as directed by the Executive Board.~~

- ~~Keep a record of all correspondence received and sent out.~~

- ~~Prepare and distribute all notices to members.~~

- Have all records ready on reasonable notice for the Trustees or auditors.

- Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
- Assist the Correspondence-Secretary in preparing bulletins and meeting notices.
- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

(Article B.3.3)

(f) **Correspondence Secretary (***1 Year Position)*

The Correspondence Secretary shall:

- Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
- Keep a record of all correspondence received and sent out.
- Monitor Executive email for news items received from CUPE National and other Locals that are relevant to the Membership.
- Maintain Local 217's website, including preparing and publishing news releases.
- Prepare and publish the Local's Newsletter, including requesting updates from the Local's committees.
- Prepare the Correspondence Report for General Membership Meetings, and Executive Board meetings.
- Prepare and deliver bulletins and meeting notices.
- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

(g) **Museum London (217.2) Secretary** (*1 Year Position*)

The 217.2 Secretary shall:

- Keep correct, full, and impartial minutes of all unit meetings.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Answer correspondence and fulfil other administrative duties as directed by the

Unit Chair, or Executive Board
- Keep a record of all correspondence received and sent out
- Must be employed within Bargaining Unit 217.2 (Museum London)
- Perform other duties required by the Unit Chair, Executive Board, local bylaws, or the National Constitution.

(h) **~~Chief~~ Head Steward** *(3 Year Position)*

The ~~Chief~~ Head Steward shall:

- Guide and direct stewards in the performance of their duties to ensure all grievances are handled properly and consistently.
- Perform stewarding duties when required.
- Seek the advice of the appointed CUPE National Representative as necessary.
- Present a Grievance Report of all grievances at General Membership Meetings or provide a report to the Executive Board in advance of the meeting.
- Receive and maintain up-to-date files of all grievances.
- Chair the Grievance Committee and coordinate meetings when required.
- Attend meetings related to workplace harassment cases.
- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

(i) **Equity, Diversity and Inclusivity Member-At-Large** *(2 Year Position)*

The Equity, Diversity and Inclusivity Member at Large shall:

- Serve as liaison between the General Membership and the Executive Board, ensuring that CUPE 217 member concerns regarding equity, diversity and inclusion are addressed at the Executive level.
- Act as Ex-Officio Chair of the Equity, Diversity and Inclusivity Committee.

- Ensure an EDI perspective is applied to the work of CUPE 217.

- Mobilize the membership to confront overt and systemic discrimination based on sex, race, colour, national, ethnic or Indigenous origin, citizenship, place of residence, language ability, religious or political affiliation, belief or activity, sexual practice, sexual orientation, gender identity or gender expression, academic school of thought, age, ancestry, civil liability or criminal conviction, family or marital status, mental or physical ability, physical appearance, HIV status, or that individual's association with another individual or class of individuals having characteristics referred to in this Article.

- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

(j) **Trustees**

The term of office for Trustees shall be as laid down in Article B.2.4 of the National Constitution.

The three (3) Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the 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 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 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:

    i. Completed Trustee Audit Program
    ii. Completed Trustees' Report
    iii. Treasurer Report to the Trustees
    iv. Recommendations made to the President and Treasurer of the Local Union
    v. Treasurer's response to recommendations
    vi. Concerns that have not been addressed by the Local Union Executive Board.

- The Three (3) Year Trustee shall have access CUPE LET Financial Essentials and LET Financial Officers training.

(Articles B.3.10 to B.3.12)

~~(k) **Sergeant-At-Arms**~~

~~The Sergeant-At-Arms shall:~~

- ~~Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.~~

- ~~Maintain the record of membership attendance at meetings.~~

- ~~Perform such other duties as may be assigned by the Executive Board from time to time.~~

(k) **Membership Officer** *(1 Year Position)*

The Membership Officer shall:

- Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.

- Maintain the record of membership attendance at meetings.

- Provide orientation to new hires and sign them up to be members of the Union.

- Provide a list of new members to the Executive Board before each General Membership Meeting.

- Perform other duties required by the Executive Board, local bylaws, or the National Constitution.

SECTION 9 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

(a) Nominations

1. Nominations will be received at the regular membership meeting held in the month of ~~November~~ May.

2. Nominations will be accepted from members in attendance at the nomination meeting, via email correspondence or from those members who have allowed their name to be filed in writing, witnessed by another member.

3. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.

(Articles B.8.1, B.8.2 and B.8.3)

4. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.

5. No member will be eligible for nomination if they are in arrears of dues and/or assessments.

(b) Elections

1. All officers are elected by majority vote of unspoiled ballots at a membership meeting of the Local Union, by electronic vote at a virtual meeting or by referendum vote. The voting method must be specified when the election notice or notice of motion is given. A hybrid (virtual/in-person) or virtual meeting is permitted if all voting is conducted through a CUPE approved online voting platform. The voting platform must provide secured access or a personalized link and ensure the secrecy and integrity of the vote.

(Article B.2.3)

2. At a membership meeting, at least one month prior to the election, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Chairperson and two (2) assistant(s). The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.

3. The Elections Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Chairperson.

4. The Chairperson will be responsible for issuing, collecting, and counting ballots. The Chairperson must be fair and impartial and see that all arrangements are unquestionably democratic.

5. The voting will take place at the regular membership meeting in ~~November~~ May. The vote will be by secret ballot.

6. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

7. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

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

9. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

(Article 11.4)

10. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 6(c).

11. All election complaints by members will be submitted in writing to the Elections Committee Chairperson as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Elections Committee Chairperson, in conjunction with the Elections Committee, will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

12. In the case of the bargaining units 217.2 and 217.3, nominations shall be received by the November meeting. The Unit Chair shall appoint a two-member nominating committee in September which shall perform all of the duties outlined above.

(c) **Installation of Officers**

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for ~~(1) one year, or until a successor has been elected and installed, provided, however,~~ the following terms:

    - President – three (3) years
    - Vice-President – one (1) year
    - Unit Chairs for 217.2 & 217.3 – one (1) year
    - 217.2 Secretary – one (1) year
    - Secretary-Treasurer – two (2) years
    - Recording-Secretary – two (2) years
    - Correspondence Secretary – one (1) year
    - Head Steward – three (3) years
    - Equity, Diversity and Inclusivity Member at Large – two (2) years
    - Trustees – one serves for a period of three (3) years, one for two (2) years, and one for one (1) year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.
    - Membership Officer – one (1) year

2. No term of office shall be longer than three years.

(Article B.2.4)

~~3. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.~~

3. ~~The Oath of Office to be read by the newly-elected Officers is~~ A candidate who is elected to office must clearly communicate or affirm the oath:
"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 Union, 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 Union to my successor at the end of my term."

~~(Article 11.6(b))~~ (Article 10.7(b))

(d) **By-elections**

Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section. **The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.**

SECTION 10 – FEES, DUES AND ASSESSMENTS

~~(a) **Initiation Fee**~~

~~Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Treasurer and will be accompanied by an initiation fee of (2) two dollars which shall be in addition to monthly dues. The Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.~~

~~(b) **Readmission Fee**~~

~~The readmission fee shall be (2) two dollars.~~

(a) **Monthly Dues**

The monthly dues shall be ~~1.25%~~ 1.75% of regular wages.

(b) **Amending Monthly Dues**
The regular monthly dues may be amended by a majority vote at a regular membership meeting. The vote must be by secret ballot. Notice of at least seven days at a previous meeting or 60 days in writing must be given.

(c) **Assessments**

Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

SECTION 11 – NON PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.
A member who has been unemployed or unable to work because of sickness may not be required to pay arrears.

(Article B.8.6)

SECTION 12 – EXPENDITURES

(a) **Payment of Local Union Funds**

Funds can only be spent for valid purposes of the Local Union under the following circumstances:

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Article B.4.4)

(b) **Payment of Per Capita Tax and Affiliation Fees**

Authorization to pay per capita tax to CUPE National, to CUPE Ontario Provincial Division, or any labour organization the Local Union is affiliated with, is not required.

(c) **Payment of Local Union Funds to Members or Causes Outside of CUPE**
In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than ~~$100~~ $500, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no
earlier than seven days after the meeting where notice of motion has been given.

Donations to strike funds and other union requests shall be considered in the following order of priority:

i) Library workers in Canada
ii) London CUPE-affiliated Unions
iii) CUPE-affiliated Unions elsewhere ~~at~~ in Canada
iv) Other London workers
v) Other concerns directly Union/Labour related
vi) Other causes to be considered as they arise and are brought to a regular or special meeting and voted on then.

(d) No Officer or member of Local 217 will be allowed to spend any Local Union funds without first having received authorization under Section 12(a) of these bylaws.

SECTION 13 – HONORARIUMS

~~Local Union Officers and committee members shall be provided a yearly honorarium expense allowance as follows:~~

~~**Officers**~~	~~**LPL**~~	~~**Museum London**~~	~~**Eldon House**~~
~~President~~	~~$500~~	~~$249 (unit chair)~~	~~$249 (unit chair)~~
~~1st Vice President~~	~~$400~~		
~~Chief Steward~~	~~$400~~		
~~Secretary~~	~~$400~~	~~$200 (secretary)~~	
~~Treasurer~~	~~$400~~		
~~EDI Member-At-Large~~	~~$150~~		
~~Trustees (each)~~	~~$50~~		
~~Sergeant at Arms~~	~~$50~~		
~~New Hire Contact~~	~~$100~~		
~~Stewards (each)~~	~~$200~~	~~$100 (stewards)~~	~~$100 (2 stewards)~~
~~**Committees**~~			
~~Volunteer Committee~~	~~$100~~		
~~Union Management Committee~~	~~$100~~	~~$70~~	
~~JHSC Committee Member~~	~~$150~~	~~$70~~	
~~JE Committee Member~~	~~$150~~		
~~Negotiations, Chair~~	~~$200~~	~~_____~~	
~~Negotiations, Member~~	~~$150~~		
~~EDI Committee Member~~	~~$100~~		

Local Union Officers and committee members shall be provided a yearly honorarium as follows:

Officers	**LPL**	**Museum London**	**Eldon House**
President	$1500		
Unit Chair		$450	$450
Vice-President	$750		
~~Chief~~ Head Steward	$1200		
Secretary-Treasurer	$1200		
Recording-Secretary	$750		
Correspondence Secretary	$750	$200	
EDI Member-At-Large	$1200		
Trustees (each)	$ 200		
Membership Officer	$200		
~~Stewards (each)~~*[moved to committe members]*	~~$200~~	~~$100 (stewards)~~	~~$100 (2 stewards)~~
Committees			
Volunteer Committee	$100		
Union Management Committee	$200	$100	
JHS Committee Member	$250	$150	
JJE Committee Member	$200		
Grievance Committee (Stewards)	$500	$300	$300
Negotiations, Chair	$500		
Negotiations, Member	$300		
EDI Committee Member	$250		
Bylaws Committee Member	$200		

No member shall receive two honoraria in one year. Members who are eligible for more than one honorarium, as either an Officer or Committee Member, shall receive the highest, single honorarium amount for which they are eligible.

SECTION 14 – CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 217 is committed to removing barriers within its control so that all members have equal access to participation.

(a) When it is practical and demand warrants, Local 217 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed, to a maximum of the living wage for the area for each hour of required care. Reimbursement will be provided upon proof of payment.

(b) Any member who is on authorized Local 217 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.

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

SECTION 15 – PERSONS CONDUCTING AUTHORIZED DUTIES ON BEHALF OF THE LOCAL

(a)**Time Off for Union Business**

When approved by the Executive Board, or by the membership at a General Membership Meeting, a person performing authorized duties on behalf of the Local may submit for Time Off for Union Business (or "Book Off"). The Local Union will reimburse the member's employer for any loss of wages. Approval for Time Off for Union Business may only be solely approved by the Executive Board when anticipated reimbursement to the employer does not exceed the annual budget agreed upon by the membership. In instances where the reimbursement for lost wages would exceed the annual budget, the request must be approved by a motion of the general membership.

(b) **Transportation Expenses**

A person performing authorized duties on behalf of the Local may also request approval from the Executive Board to be paid out transportation expenses (at economy, tourist or coach rates) or mileage, as outlined in Section 17. Approval will follow the same rules as set out in Section 15 (a).

SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

(a) Except for the President's option, [Section 8(a)], attendance at conventions, conferences and educationals shall be chosen by motion at membership meetings.

(b) Delegates to the Ontario District CUPE Council may be elected annually. A member responsible for reporting back to the Local Union membership may be appointed by the President from among these delegates, and the member appointed shall make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages.

(c) Delegates to the London CLC District Labour Council may be elected annually. A member responsible for reporting back to the Local Union membership may be appointed by the President from among these delegates, and the member appointed shall report at each Local Union membership on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages.

(d) All delegates attending conventions, conferences, or educationals held outside the town of London shall be paid transportation expenses (at economy, tourist or coach rates) and/or mileage as outlined in Section 17; accommodations as determined by the Treasurer, and a per diem allowance of ~~$75~~ $90 dollars for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages.

(e) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be a per diem allowance of ~~$50~~ $60 dollars (sessions more than 3 hours) or $30 (sessions lasting 3 hours or less) for meals and expenses incurred by attendance at the convention, conference or educational. The Local Union will reimburse the member's employer for any loss of wages (see Section 15 (a)).

(f) When timing permits, Local 217 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.

(g) Local 217 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.

(h) All attendees to educational seminars, conferences and conventions will provide a verbal report ~~to~~ at the next membership meeting and a written report submitted to the Executive Board~~Union Executive~~.

(i) In establishing which sessions will be funded by the union, the following order of priority will be observed:

1. High Priority (in no particular order)
   i. CUPE educational seminars in London
   ii. ~~OMECC~~ OMW Library Workers Conferences
   iii. Other union conferences or educational sessions on library, art museum related matters
   iv. Conferences and educational seminars on matters of pressing union concern, held in London

2. Medium Priority (in no particular order, no more than ~~2~~ 3 attendees, plus 1 attendee from an equity seeking group)
   v. ~~OMECC~~ OMW conferences and meetings
   vi. Conferences on matters of pressing union concern, held outside London
   vii. Conferences on peripheral union matters (i.e. Human Rights) held in London
   viii. Educational seminars sponsored by bodies other than CUPE, held in London

3. Low Priority (in no particular order, no more than ~~2~~ 3 attendees plus 1 attendee from an equity seeking group)
   ix. CUPE and other conventions
   x. Union summer schools
   xi. Conferences on peripheral union matters (i.e. Human Rights) held outside London
   xii. Educational seminars held outside London

SECTION 17 – MILEAGE

Where it may be of greater convenience or less costly to travel by vehicle, members who would be eligible to have their transportation expenses paid at economy, tourist, or coach rates may claim mileage instead. Mileage will be paid at the Government of Canada's "reasonable prescribed allowance per-kilometer" rates. In the case of multiple members travelling in the same vehicle, mileage will only be paid to the owner of the vehicle and not all the members. The rest of the members could not claim other transportation expenses for this travel either.

Where mileage is paid, receipted parking expenses will also be reimbursed.

SECTION 18 – COMMITTEES

Committee Members may attend educationals offered by CUPE that are relevant to their duties as a committee member.

1. Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two members of the Executive Board may sit on any special committee as ex-officio members.

(a) Negotiating Committee

This will be a special committee established at least 4 months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of up to (5) five members, all elected at a membership meeting. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 217's negotiating committee may attend Level 1 and Level 2 of CUPE's collective bargaining educationals.

(b) Bylaws Committee

Every two years, after the CUPE National Constitution has been updated, a special committee will be established to review the bylaws, update the existing by-laws and present the updated document to both the membership and CUPE National for approval following Section 21 (b) of these bylaws.

All members of Local 217's Bylaws Committee may attend CUPE Bylaws Essentials Training.

2. Permanent Committees

Membership on permanent committees shall be for three years (normally), starting in January, with one position on each Standing Committee falling vacant annually. In special circumstances, and in order to maintain continuity in conducting the business of the Standing Committees, a committee member's appointment may be extended, subject to the approval of the Union Executive.

~~Following each election in November~~ Annually, following the last General Membership Meeting, any member in good standing of CUPE Local 217 may put forward their name to fill a vacancy. The President and Executive Board ~~Union Executive~~ shall appoint from the names submitted, persons to fill the vacancy.

There shall be 6 permanent committees as follows:

i.	Joint Job Evaluation Committee	3 persons plus 2 alternates
ii.	Union-Management Committee	4 persons
iii.	Grievance Committee	5 stewards
iv.	Joint Health and Safety Committee	~~2~~ 3 persons
v.	Volunteer Committee	~~3~~ up to 4 persons
vi.	Equity, Diversity and Inclusion Committee	~~up to~~ 5 ~~people~~ persons

The permanent committees for bargaining unit 217.2 Museum London shall be as follows:

1. Negotiating Committee
2. Joint Health and Safety Committee
3. Union Management Committee

The permanent committees for bargaining unit 217.3 shall be as follows:

1. Negotiating Committee
2. Joint Health & Safety Committee
3. Union-Management Committee

(a) Joint Job Evaluation Committee

This committee will:

- Evaluate new or revised jobs in the bargaining unit; where possible all positions will be reviewed at least once every five (5) years.

The committee will consist of three (3) union members and 2 (two) alternates including one (1) co-chair, plus two (2) union members and two (2) alternates; of which, one (1) will be an ex-officio member of the Executive Board.

(b) Union-Management Committee

This committee will:

- Meet once each month on a mutually agreeable date to discuss matters of mutual interest.

The committee will consist of four (4) union members, including one (1) co-chair *(the President*), and at least one (1) member of the EDI Committee.

(c) Grievance Committee

This committee will:

- Oversee the handling of all local grievances.
- Receive copies of all grievances.
- Prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the grievance should proceed to arbitration.
- If the decision is to not proceed, the grievor(s) may appeal the decision to the Executive Board.

~~The committee members will be the elected chairperson (chief steward) and 4 stewards.~~

The committee will consist of five (5) union members, including the elected chairperson (*Head Steward*) and four (4) stewards. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

Furthermore it shall be the duty of the Union Stewards to:

- Investigate, write, and present possible grievances to the Head Steward or Unit Chair on behalf of members.
- File grievances on behalf of members after conferring with the Head Steward/Unit Chair.
- Act as a mediator when members are in conflict with each other.
- Help to solve problems outside the grievance procedure.
- Ensure good communication between the members and the Executive Board.

- Educate members about the Collective Agreement, and about the Union's role in the workplace.
- Mobilize members to support the Union's role in bargaining, to attend public rallies, etc.
- Help members navigate accommodation or return to work after injury or illness.
- Attend Grievance Committee meetings, and relevant meetings of their Unit.
- Stand up as a strong ally with members from equity-seeking groups.

(d) Joint Health and Safety Committee

This committee will:

- Work to educate members on the importance of workplace health and safety.
- Prepare and present reports to the regular membership meetings.
- Participate on the Joint Health and Safety Committees (JHSC) at their workplace.
- Ensure that the worker representatives on the JHSC meet separately from the employer to prepare for meetings with the employer.
- Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
- Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
- Work to eliminate all workplace hazards, be they physical, environmental, or social.
- Members of this committee should be designated as a "Certified Worker Representative" in accordance with the legislation in their respective jurisdictions (provincial, federal).

The committee members will consist of three (3) union members, including one (1) appointed co-chair. ~~of be the appointed chairperson and (2) two members.~~

(e) Volunteer Committee

This committee will:

- Hold meetings for the purposes of reviewing volunteer programs, projects and volunteer opportunities.
- In reviewing individual volunteer work opportunities, the union representatives on the Committee will ensure the position does not infringe upon bargaining unit work. Union membership concurrence for individual volunteer opportunities is required before the volunteer opportunity will be implemented.

The committee will consist of up to 4 (four) union members, including one (1) appointed co-chair, and one (1) ex-officio member of the Executive Board.

(f) Equity, Diversity and Inclusivity Committee

This committee will:

a. Advise and give guidance to Officers, committee members, and the general membership on all issues that affect all equity-seeking groups, including people of colour, Indigenous peoples, LGBTQ2S+ workers in the workplace and the union movement.
b. Promote leadership of equity-seeking workers at the Local Union level and in the broader labour movement.
c. Increase and support the active participation of equity-seeking workers in the Local Union and the broader labour movement.
d. Strive to eliminate racism and discrimination in the workplace, Local Union, broader labour movement, and society through education and participation in human rights and anti-racism activities both in and outside of the labour movement.

This committee will consist of up to 5 (five) members, including one (1) elected chairperson (*the EDI Member-at-Large*).

SECTION 19 – COMPLAINTS AND TRIALS

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.

(~~Articles~~ Appendix B.11.1 and Appendix F)

SECTION 20 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix C. These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by Appendix C to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 21 – AMENDMENTS

(a) **CUPE Constitution**

These bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

(~~Articles 9.2(c), 13.3 and B.5.1~~) (Articles 8.2C, 12.3, and 14.1)

(b) **Additional Bylaws**

A Local Union can amend or add to its bylaws only if:

(i) The amended or additional bylaws do not conflict with the CUPE Constitution;

(ii) The amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and

(iii) Notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or ~~60~~ 30 days before in writing.

(~~Articles 13.3 and~~ Article 12.3 and Appendix B.5.1)

(c) **Effective Date of Amended or Additional Bylaws**

The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Appendix B.5.1)

(d) **Review**

i) The Executive Board will review the bylaws annually. They will ensure that any amendments conform to the remainder of the bylaws and the CUPE National Constitution and will ensure that the Local Union's bylaws are written in clear language.

ii) The Bylaws will be reviewed by the Bylaws Committee every two (2) years to ensure compliance with the CUPE National Constitution.

SECTION 22 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 217 B~~b~~ylaws, either in paper format or via the Local Union website at 217.cupe.ca. Members with special needs may request a copy of the bylaws in larger font.

APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

APPENDIX B - CODE OF CONDUCT

~~Local 217 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.~~

~~Local 217 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.~~

~~Local 217 is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Local 217 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Local 217 expects that mutual respect, understanding and co-operation will be the basis of all our interaction.~~

~~This Code of Conduct for Local 217 sets out standards of behaviour for members at meetings, and all other events organized by Local 21. 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 harassment policy.~~

~~As members of Local 217 we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:~~

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

~~Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is~~

~~abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.~~

~~A complaint regarding 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 Local Union will work to seek a resolution.~~
3. ~~If this fails to resolve the matter, the designated Officer of the Local Union 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.~~

~~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 Local 217, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.~~

~~This Code of Conduct does not replace a member's right to access the trial provisions of the CUPE National Constitution.~~

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

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

The Code of Conduct sets out standards of behaviour for participants at national

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

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings and activities by other parts of CUPE referenced above. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

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

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an

ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.

4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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

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

APPENDIX C - RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.

3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.

4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: “Is the Local ready for the motion?” If no member rises to speak, the motion will be voted upon.

5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.

6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.

7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.

8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.

9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.

10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.

12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not

    proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.

13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.

14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.

15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.

16. Religious discussion of any kind is not permitted.

17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.

18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.

19. When a motion is before the members, no other motion is in order except a motion to

    1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.

20. The Chairperson will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

21. A motion to adjourn is in order except when a member is speaking or when members are voting.

22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.

23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.

24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, “Will the decision of the chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.

25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.

26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.

27. The Local Union’s business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees