

BYLAWS

CUPE LOCAL 1883



CUPE 1883

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PREAMBLE

CUPE Local 1883 was formed to:

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

Article B.5.1 of the CUPE National Constitution provides that a Local Union may amend or add to its by-laws only if a “notice of the intention to propose the amended or additional by-laws was given at least seven days before at a previous membership meeting or 60 days before in writing”. Both of these notice provisions should be included in the by-laws to ensure confidence.

SECTION 1 - NAME

The name of this Local shall be the Canadian Union of Public Employees Local Number 1883 (CUPE Local 1883), Regional Municipality of Waterloo, herein referred to as “the Local”.

SECTION 2 - OBJECTIVES

The objectives of the Local are as follows:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions, and retiree benefits for its members.
- (b) Improve the health and safety and general working conditions within our workplace.
- (c) Eliminate harassment and discrimination of any sort or any basis; for the equality of treatment of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears.
- (d) Support CUPE in reaching its goals as set out in Article II of the CUPE National Constitution.
- (e) Encourage the settlement by negotiation and mediation of all disputes between the members and their employer.
- (f) Involve as many members as possible in the Local through the sharing of duties and responsibilities and provide opportunities for its members to shape their future.
- (g) To defend the Collective Agreement.
- (h) To uphold CUPE’s equality statement.
- (i) To ensure that the by-laws of the Local are not in conflict with the CUPE National Constitution.

SECTION 3 – REFERENCES AND TERMS

- a) “They” pronouns shall be understood to include all genders.
- b) The numbers of articles at the end of a section or sub-section refer to relevant articles of the CUPE National Constitution.
- c) For a list of terms, see Appendix A. Terms.

SECTION 4 – MEMBERSHIP (New)

(a) Membership

- 1. An individual employed within the jurisdiction of Local 1883 can apply for membership in Local 1883 by signing an application. Article B.3.8 of the CUPE National Constitution

(b) Approval of Membership

- 1. At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership. (Article B.8.2)

(c) Oath of Membership New members will take this oath:

- 1. “I promise to support and **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.)

(d) Continuation of Membership

- 1. Once accepted, a member continues as a member in good standing while employed in the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution. (Article B.8.3)

(e) Member Obligations

- 1. Members are obligated to abide by the CUPE National Constitution and these by-laws as they are amended from time to time.
- 2. Members will provide the Administrative Officer with their current address, home/mobile telephone contact number and an e-mail address. The member will advise the Administrative Officer 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, e-mail, texting, town hall meetings and/or video conferencing.
- 3. Member contact information will only be shared with third parties or other members when necessary to carry out Local business, communicate union-related information, or fulfill legal obligations. Any sharing will be done in accordance with privacy laws and CUPE policies, ensuring that personal information is used solely for union purposes and safeguarded against unauthorized access.

SECTION 5 – AFFILIATIONS (New)

- (a) To strengthen the labour movement and work towards common goals and objectives, Local 1883 may be affiliated to and pay per capita tax/affiliation fees to organizations such as:
1. CUPE Ontario Provincial Division
 2. Ontario Federation of Labour (OFL)
 3. Waterloo Regional Labour Council
- (b) The Executive Committee reserves the right to become affiliated with other labour organizations if they strengthen our local and have common goals and objectives. This will be reviewed on an annual basis.

SECTION 6 - MEMBERSHIP MEETINGS (REGULAR and SPECIAL)

Regular membership meetings shall be held at a time, location, and format, which may include an online platform to be established by the Executive Committee. The Executive Committee shall provide the membership with at least one week's notice of the date, time, format and agenda of the General Membership Meeting. A minimum of ten (10) meetings per calendar year will be held.

- (a) Options include:
1. Fully virtual meetings: A fully virtual meeting is held exclusively online, provides for communication between all participants, and includes a single voting option that ensures the integrity of the vote, and its secrecy where warranted.
 2. Hybrid meetings with two-way communication and online voting: A hybrid meeting is held both in person and online, provides for two-way communication between remote participants and in person participants, and includes a voting option that ensures the integrity of the vote, as well as a single secret voting option where warranted.
 3. In Person meetings.
- (b) Special Membership Meetings
1. Special membership meetings of Local 1883 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than 25 members. The Executive Board 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 format and/or location. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- (c) Quorum
1. The minimum number of members required to be in attendance for the transaction of business at any Regular or special meetings shall be fifteen (15) members, plus four (4) members of the Executive Board.
 2. Only members who are able to fully participate and vote are counted for quorum. In the event that a quorum is not present at the start of the meeting the President/Chairperson shall declare all required business referred to the Executive Board and shall adjourn the formal meeting.

(d) Membership Meeting Agenda

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

1. Land acknowledgement
2. Roll call of officers
3. Reading of the equality statement
4. Voting on new members and initiation
5. Reading of the minutes of previous meeting
6. Matters arising from the minutes
7. Treasurer's report
8. Communications
9. Executive committee report/s
10. Reports of committees and delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

(e) The agenda format is based on Bourinot Rules of Order and all changes will continue to comply.

SECTION 7 - EXECUTIVE OFFICERS

(a) The Executive Officers of the Local will include:

1. President
2. Vice President – Job Evaluation
3. Second Vice President – Health and Safety
4. Grievance Chair
5. Treasurer
6. Administrative Officer
7. Diversity, Equity and Inclusion Co-Ordinator
8. Member Engagement Officer

(b) All Executive Officers will be elected by the membership (Article B.2.1 and B.2.3)

(c) The President may be elected, by the general membership, to work in a full-time capacity for the local. The President will be paid the highest CUPE 1883 job grade as listed in the Collective Agreement. If there is a permanent vacancy in the president role, or a temporary vacancy expected to last a month or more, the person filling such vacancy will be paid the rate of the president.

(d) The Executive Officers may add additional elected Executive Officers as required by vote and subsequent election by the membership.

(e) On termination or resignation of an elected position any officer must surrender books, records, technology and any and all property of the Local to an Executive Officer within one month.

- (f) All Executive 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.

SECTION 8 - EXECUTIVE BOARD

- (a) The Executive Board of the Local will include all Officers except Trustees, Meeting Officer and Stewards (Article B2.2).
- (b) The Executive Board will meet at least once per month
- (c) A majority of the Executive Board constitutes quorum
- (d) The President and the Administrative Officer will hold title to any real estate or investment of the Local.
- (e) The President and/or the Administrative Officer will not have any right to sell, transfer or encumber any real estate or investment without:
1. Giving notice,
 2. Submitting proposal and,
 3. Approved by membership vote.
- (f) The Executive Board will perform work delegated by the Local and will be held accountable for the proper functioning of all committees.
- (g) Should any Executive member fail to answer the roll call for three (3) consecutive General Membership Meetings or three (3) consecutive executive committee meetings without having submitted acceptable reasons as deemed by the Executive Committee, their office will be declared vacant and will be filled by an election at the following membership meeting. (Article B2.5)

SECTION 9 - DUTIES OF OFFICERS, MEETING OFFICER, STEWARDS & MEMBER AT LARGE

Each Officer of Local 1883 is encouraged to participate in CUPE educational courses to enhance leadership skills, knowledge and expertise. 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.3.5) All signing Officers of Local 1883 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)

The term of office for all officers is two (2) years.

(a) The President will:

1. Enforce the CUPE Constitution, Local Union Bylaws and the Equality Statement.
2. Interpret by-laws as required.
3. Chair all meetings of the Local Union membership meetings and maintain order.
- ~~4. Chair all executive committee meetings.~~

5. Decide all points of order and procedures (decisions are subject to appeal of the membership).
6. Ensure that all officers perform their assigned duties.
7. Fill committee vacancies where elections are not provided for.
8. Act as the permanent signatory for the Local and sign all cheques except for those issued to them.
9. Ensure two authorized signatures on all expenditures, including electronic banking.
10. Ensure Locals' funds are used only as authorized or directed by the Constitution, by-laws, or vote of the membership.
11. Have first preference as a delegate to the CUPE National Convention and CUPE Ontario Division Convention. (Article B.3.1).
12. Have the right to call a vote or appoint a representative from the general membership to represent the Local to various outside committees. The representative will be responsible to the Executive Committee.
13. Provide a report to members at General Membership Meetings on all matters for which they are responsible.

(b) The First Vice President-Job Evaluation will:

1. Be the union Co-Chair of the Job Evaluation Committee.
2. If the President is absent or unable, perform all duties of the President.
3. If the office of President becomes vacant, perform the duties and act as President until a new President is elected.
4. Will follow the Terms of Reference and the Collective Agreement process(es) for job evaluation.
5. Chair and attend at least three Job evaluation meetings in a calendar year.
6. Identify discrepancies from known job duties identified by members as part of the job evaluation process.
7. Maintain a file of all classification changes and positions which are created or eliminated.
8. Report to members at regular membership meetings on all related matters.

(c) The Second Vice President – Health and Safety will:

1. Appoint all union representatives to Joint Health and Safety Committees, including appointing Union Co-Chairs.
2. Coordinate the activities of union Health & Safety representatives, ensuring that they adhere to the Occupational Health and Safety Act.
3. If the President and the 1st Vice President are absent or unable, will perform all duties of the President.
4. If the office of President and the 1st vice President should fall vacant, will perform the duties and act as President until a new President is elected.
5. Act as the fourth permanent signatory for the Local.
6. Be responsible for all matters pertaining to WSIB, Long Term Disability, and accommodations/Return-to-Works affecting members, including appointing union representatives for such matters.
7. Report to members at regular membership meetings on all related matters.
8. Chair and attend at least two (2) Health and Safety Meetings in a calendar year.

(d) The Treasurer will:

1. Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union by-laws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
2. 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.
3. Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
4. Make all books available for inspection by the Trustees and/or auditors on reasonable notice.
5. 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. (Articles B.3.4 to B.3.8)
6. Maintain all financial records of the Local Union and keep a correct record of all its members. Maintain and organize all financial records including all documents, authorizations, invoices and vouchers for all payments made, records and supporting documents for all income received (Articles B.3.4).

(e) The Administrative Officer will:

1. Keep a full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings.
2. 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 Treasurer.
3. The record will also include Trustees' reports. (Article B.3.3)

(f) The Grievance Chairperson will:

1. Update and report all grievances to the Executive Board and provide an overview to the members at the monthly general membership meetings.
2. Keep accurate records of grievances and resolutions.
3. Handle or designate handling of all grievances and arbitrations.
4. Keep the National Representative informed about grievances.
5. After consulting with the National Representative the Executives regarding the handling of all grievances not settled at the second stage.
6. Recruit, mentor and supervise stewards. Arrange and participate in educating stewards about the collective agreements, how they work, and should be enforced.
7. Chair and attend at least four (4) steward committee meetings in a year.

(g) The Diversity, Equity and Inclusion (DEI) Co-Ordinator will:

1. Is a self-identified member of one of the following equity-seeking groups:
Aboriginal/Indigenous People, 2SLGBTQIA+2s, Persons living with Disabilities, Racialized Workers or, Women

2. Will make efforts to engage equity-seeking members with the union and advise the Executive Board and membership of current trends or topics concerning equity.
3. Develop and implement initiatives/activities aimed at advancing equity in the workplace.
4. Provide a range of diversity information and resources when possible.
5. Provide guidance, when possible, through an equity lens to the Executive and Membership.

(h) Membership Engagement Officer will:

1. Ensure all members feel included.
2. Coordinate educational opportunities for members.
3. Chair the education committee making recommendations to the committee regarding opportunities and requests.
4. Coordinate the annual Labour Day Activities and organize a minimum of three yearly events to engage and mobilize members.

(i) Meeting Officer will:

1. Admit to membership meetings only members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present.
2. Assist in maintaining the record of membership attendance of meetings.
3. Ensure the maintenance of order at meetings.
4. Perform such other duties as may be assigned by the Committee from time to time.
5. Will hold the position of Election Chairperson

(j) The Trustees will:

1. Trustees must audit the financial records of the Local and examine or inspect all property and assets of the Local at least once a year. After completing the audit, the Trustees must make a written report of any recommendations or concerns about how the Treasurer keeps the financial records, funds and accounts of the Local. The written report will be sent to the President and Treasurer.
2. After completing the audit, the Trustees will report in writing on the condition of the funds and accounts and the number of members in good standing, admitted, expelled, suspended or withdrawn to the next regular membership meeting of the Local. The written report will also contain:
 - Any information that the Trustees find necessary for the honest and efficient administration of the Local;
 - A copy of the written report made to the President and Treasurer; and
 - A copy of the written response of the Treasurer.
3. The Trustees must send to the National Secretary-Treasurer and to the assigned National Representative:
 - a Trustees' Report on the form approved by the National Secretary-Treasurer;
 - A copy of their written report to the membership;
 - A copy of the written report made to the President and Secretary-Treasurer

- A copy of the written response of the Treasurer. (Articles B.3.10 to B.3.12)

(k) The Stewards will:

1. Be the front-line contact between members and the union.
2. Respond to member inquiries, concerns, and complaints in a timely and confidential manner, usually within forty-eight (48) hours.
3. Represent members in their dealings with the employer by direction of the Grievance Chair or Executive.
4. Advise members on their right and ability to grieve, file grievances and follow-up while ensuring timelines are met as per the Collective Agreement.
5. Be encouraged to attend at least 75% of all Steward Committee and regular membership meetings.
6. Share all notes and documentation associated with grievances with the Grievance Chair for the purposes of maintaining accurate union files.
7. Should any steward fail to attend three (3) consecutive Steward meetings without having submitted acceptable reasons for those failures, their position will be declared vacant.

(l) Member at Large

1. If the executive deems necessary;
2. An ad hoc position to support the bargaining committee.
3. Any member in good standing.

SECTION 10 – VOTING FOR FUNDS

- (a) The annual budget for the Local will be presented to and voted on by the membership in October at a regular membership meeting. The notice that the budget will be presented will be in the agenda distributed to the membership in advance of the meeting. All expenses that exceed approved budget items require approval by a motion at a regular membership meeting.
- (b) The membership will set an annual budget for requests for appeals. The Local may make up to a two hundred-dollar (\$200) donation to each CUPE Personal Appeal and Strike Appeal.
- (c) Except for ordinary expenses and bills, any grant or contribution to a cause inside or outside of CUPE greater than five hundred dollars (\$500), a notice of motion must be made at a regular membership meeting and then approved at the following membership meeting before the contribution can be paid out. In the event an emergency motion be made by the executive board a cap of \$5,000 will be placed on the emergency motion.
- (d) Personal appeals for members of the Local will be made to CUPE Ontario. The request will be provided in writing to the Administrative Officer with written permission from the member. The appeal will be forwarded to CUPE Ontario.
- (e) The funds of the local union will not be divided, donated, or disbursed in whole or in part among individual members of the union. These funds can only be used for valid local union purposes in keeping with the intent of the Constitution. (Article B.4.4)

SECTION 11 - OUT-OF-POCKET EXPENSES

Local Union Officers and committee members will be provided an out-of-pocket expense allowance as follows:

- (a) President will receive two hundred and fifty dollars (\$250.00) per month
- (b) All other Executive officers will receive two hundred dollars (\$200.00) each per month.
- (c) Trustees will receive one hundred and fifty dollars (\$150.00) annually.
- (d) Stewards will receive reimbursement for out-of-pocket expenses incurred with meetings, arbitration or mediation.
- (e) Bargaining Committee – Member at Large will receive a stipend of two hundred dollars (\$200.00) a month from the time they are elected for bargaining until ratification of the collective agreement.
- (f) All committee members will receive reimbursement for expenses incurred with meetings.
- (g) All the above out of pockets will be increased at the negotiated increments of the collective agreement and rounded off to the nearest dollar.
- (h) Mileage reimbursement will be paid out as per Canada Revenue Agency (CRA) rates.

SECTION 12 – CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attend membership meetings. The Local 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, members will be reimbursed a reasonable amount for each hour of required care. Reimbursement will be provided upon proof of payment.
- (b) Any member who is on authorized Local business will be eligible for care, claims will be reimbursed 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. In addition, claims will not be paid for any conferences, conventions, meetings and education held virtually. Exceptions may be made on a case by case basis to be reviewed by the executive.

SECTION 13 - FEES, DUES AND ASSESSMENTS

Dues

- (a) Monthly Dues - The Monthly dues are an amount equivalent to one-point four percent (1.4%) of **gross regular** pay biweekly per each employee, which is forwarded directly to

the Local by the employer. (If we choose to change this we need to bring it back to the membership as we did not vote on this change)

- (b) ~~Changes in the Monthly Dues can be affected only by following the procedure for amendment of the by-laws (Section 18) with the additional provision that the vote must be by secret ballot. (Articles B.4.1 and B.4.3)~~ The regular monthly dues may be amended at a regular or special membership meeting or referendum. 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. (Articles B.4.1 and B.4.3(c))
- (c) If the CUPE Convention raises minimum fees the dues for the Local will also change. (B.4.3)
- (d) Assessments could be levied in accordance with the 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 14 - NOMINATION, ELECTION AND INSTALLATION OF OFFICE

(a) Nominations

1. Nominations will be received at a general membership meeting one (1) month prior to elections and on election night.
2. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing/email at the meeting, witnessed by another member.
3. No member will be eligible for nomination if they are in arrears of dues, assessments or is not a Member in Good Standing.
4. The results of the first nomination meeting will be in the meeting minutes and posted on the website so that the Local's membership can be informed.

(b) Elections

1. All terms of office will continue for a period of two (2) years. President, Treasurer, First Vice President-Job Evaluation and Membership Engagement Officer in even years and Grievance Chair, Second Vice President, Health and Safety, Administrative Officer and Equity, Diversity and Inclusion Co-Ordinator, in odd years. Any additional executive positions will be added to this rotation. This may result in one position being a one-year term for one term only.
2. Elections will take place in February.
3. The meeting officer will be elected for a two (2) year term and elections will take place in January.

4. Officers and candidates for office cannot serve as the Meeting Officer.
5. The Executive Board will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Meeting Officer. Voting may take place electronically by a secured voting system. The election notice must specify the voting method.
6. The Meeting Officer will be responsible for issuing, collecting, and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
7. The voting will take place at a general membership meeting by secret ballot. Each member must be a member in good standing to vote at an election.
8. Voting to fill one position will be conducted and completed, and recounts dealt with, before balloting may begin to fill another position.
9. 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. In case of a final tie vote, the vote will be repeated until a majority is reached.
10. Any member may request a verification of ballots for any election, including both paper and electronic/virtual votes. A reverification shall be conducted if the request is supported, through a vote, by at least five (5) other members.
11. To ensure the integrity of electronic voting, all electronic/virtual voting systems used by the union must include appropriate security measures to mitigate risks such as tampering, unauthorized access, and data loss. These measures may include, but are not limited to, voter verification and secure access protocols. The union shall make reasonable efforts to ensure electronic voting systems are transparent and reliable.
12. Committee members will be elected for two-year terms. If, after the election, there is an insufficient number of members in the positions, then the President may appoint members to Committee positions until the next election.
13. The Executive Committee may appoint a member to fill a temporary vacancy on the Executive Board for a period not to exceed three months or the remaining term of office, whichever comes first. Vacancies, other than a protected leave, of a longer period of time will be considered as resigned and must be filled by a by-election as per (14d).
14. If elections are scheduled to take place during active bargaining, the Executive committee may choose to extend the term of office until no more than one month after ratification.

(c) Installation

1. All duly elected Officers will be installed at the meeting at which elections are held and will continue in office until a successor has been elected. (Article B.2.4)

2. A list of officers and stewards is to be posted on the locals' website.

(d) **By-Elections**

1. If a position is vacant according to Section 8 (g) of these by-laws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.
2. The term of office for any position filled through a by-election will be the remaining term that the vacated position was initially elected to fulfill.

SECTION 15 - DELEGATES TO CONFERENCES, CONVENTIONS, EDUCATION & UNION BUSINESS

- (a) Except for the President's option (Section 9a), all delegates to conferences must be Members in Good Standing.
- (b) The Executive will decide how many members/delegates to send to each convention, conference and education opportunities based on the budget approved by the membership.
 1. Members interested in attending a conference, convention or education must complete the request form and forward to the Education Committee by a predetermined deadline.
 2. The Education Committee will decide who attends.
 3. Members are required to submit a written and/or verbal report to the membership, either separately or collectively. Where possible, the report shall cover all workshops presented.
 4. For Conferences, no more than 50% of delegates will be Executive Committee Members, (excluding the president's option). If there is not enough interest from members the rest of the Executive Committee will be given the opportunity to attend. All remaining delegates will be selected based on review and approval by the education committee.
 5. For Conventions except for the President's option [Section 9 (a)], all delegates shall be chosen from within the executive board members first, then opened to the rest of the membership if space permits. All remaining delegates will be selected based on review and approval by the education committee.
- (c) Per Diem – the local will provide a per diem up to \$90.00 to members who attend **pre-approved meetings**, convention, conference, or education outside of the Region of Waterloo.
 1. Breakfast - \$20.00
 2. Lunch - \$25.00
 3. Dinner - \$45.00

4. The \$90.00 above will be reduced when meals are provided.
 5. When all three meals are provided there will be no per diem paid.
 6. Salary and transportation and lodging costs will be covered by the Local using the most economical and logical mode of travel. Delegates are expected to carpool.
- (d) Members attending a week-long school, convention or conference where meals are included will receive out of pocket expenses of twenty dollars (\$20.00) per day.
- (e) Members on Union Business - during their regular scheduled work time will be paid their regular rate.

SECTION 16 – COMMITTEES

Whenever possible, committee meetings should be scheduled so that committee members spend at least as much personal time as union leave time on committee business. Committee members must attend at least 75% of Committee meetings: failure to do so over the course of twelve months without having submitted good reasons for those absences to the Committee may result in their position being declared vacant. Committee members are expected to keep informed of activities of the Local by attending general membership meetings or reading reports and/or highlights on the union websites. The Executive Committee will appoint one of its members to sit on each committee. Committees will elect their own Chair, who will report to regular membership meetings on their committee's activities. Minutes of Committee meetings will be forwarded to the Executive Committee by email to be filed at the union office.

Ad Hoc Committees

The Local shall have the following Ad Hoc Committees:

(a) Bargaining Committee

1. This special ad hoc committee is a committee consisting of the President plus not more than eight (8) Executive Committee members and may include an elected member at large; The committee will be disbanded when a new collective agreement has been ratified.
2. The function of the Committee is to create a bargaining survey for members to complete, prepare collective bargaining proposals and to negotiate a collective agreement.
3. The members of the bargaining committee will be compensated for meals when accompanied by receipt.
4. The CUPE representative assigned to the Local will be a non-voting member of the committee and will be consulted at all stages from formulating proposals, through negotiations, to contract ratification by membership.

(b) Special Committees

1. A special ad hoc committee may be established for a specified purpose and period by the membership at a meeting.
2. The members will be elected at the same or another general membership meeting or may, by specific authorization of the membership, be appointed by the President or Executive Committee.
3. Two (2) members of the Executive Committee may sit on any special committee.

Standing Committees

The Local shall have the following Standing Committees:

(a) Steward's Committee

1. This committee will be chaired by the Grievance Chair or an appointed member of the executive committee and consist of all Stewards.
2. The purpose of the committee is to provide a forum for discussion of such issues as: grievance procedures, contract proceedings, duties of a steward, disseminating information on activities of the Executive Committee and Local.

(b) Health & Safety Committee

1. This committee will be chaired by the 2nd Vice President - Health and Safety.
2. The number of union representatives on Health and Safety Committees shall be determined by the Collective Agreement.
3. The committee members will operate according to the Occupational Health and Safety Act.
4. Members are encouraged to take at least one union Health and Safety course.

(c) Job Evaluation Committee

1. This committee will be chaired by the 1st Vice President – Job Evaluation.
2. The number of union representatives on the Job Evaluation Committee shall be a maximum of ten (10).
3. Committee members will be elected by the membership at a general membership meeting or appointed by the Executive Committee.
4. The committee will follow the process as outlined in the Collective Agreement (Article 9.07 and Appendix D)

(d) Social Committee (Member Engagement Committee)

1. This committee will be chaired by the Member Engagement Officer or an appointed member of the executive committee.

2. The number of union representatives on this committee shall be a maximum of ten (10) volunteers from the membership.
3. Committee members will be elected by the membership at a general membership meeting or appointed by the Executive.
4. The Committee members will arrange and conduct all social and recreational activities as well as wellness and bereavement functions of the Local either on the Committee's own initiative or as a result of decisions taken at membership meetings.
5. Organize volunteer opportunities.
6. Submit proposals and reports to the Executive Board and membership for approval.

(e) Education Committee

1. The committee will be chaired by the Administration Officer or an appointed member of the executive committee.
2. The education committee will consist of a maximum of ten (10) members.
3. Committee members will be elected by the membership at a general membership meeting or appointed by the Executive.
4. The committee will be responsible for coordinating all aspects of membership education related to in-house and external education opportunities.
5. The committee will keep track of all requests for training, review training needs, promote training opportunities and make recommendations to the executive committee.
6. Update the membership regarding training opportunities and requests.
7. Maintain a current record of who has had training in what courses and on what dates.

(f) Diversity, Equity and Inclusion Committee

1. The committee will be chaired by the Diversity, Equity, and Inclusion Co-ordinator or an appointed member of the executive committee.
2. The committee will consist of a maximum of ten (10) members.
3. The committee will promote equity diversity and inclusion opportunities and make recommendations to the executive committee.
4. The committee may create sub-committees that represent equity seeking members to ensure the voices of all members are heard and represented in the union's agenda.

SECTION 17 - RULES OF ORDER

- (a) All meetings of the Local 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 by-laws Appendix A. These rules will be considered as an integral part of the by-laws and may be amended only by the same procedure used to amend by-laws.

- (b) In situations not covered by Appendix B, the CUPE Constitution may provide guidance, but if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.
- (c) Before a vote, the President shall ask the local if they are ready for the question.
- (d) No one shall exit or enter the in person or virtual meeting and/or election while voting is in progress.
- (e) Every motion must be seconded.
- (f) A motion cannot be withdrawn once debated, except by a majority vote.
- (g) A member who desires to speak shall not do so until recognized by the chair.
- (h) No Secretarian Discussion is permitted.
- (i) While speaking, adhere to the question under debate.
- (j) No member shall speak more than three (3) minutes at any one time or more than once on the same question until everyone wishing to do so, has had an opportunity.
- (k) When a question has been put, no other motion shall be in order except those specified in "Rules of Order" #17 of the by-laws.
- (l) All members shall consider business done by the local to be CONFIDENTIAL.

*NOTE: The above is just a brief outline and for specifics, reference is to be made to the CUPE National Constitution or Bourinot's Rules of Order.

SECTION 18 – AMENDMENT

- (a) Article B.5.1 of the National Constitution provides that a Local Union may amend or add to its by-laws only if a "notice of the intention to propose the amended or additional by-laws was given at least seven days before at a previous membership meeting or ~~60~~ 30 days before in writing". Both of these notice provisions should be included in the by-laws to ensure conformity.
- (b) These by-laws will not be amended, added to, or suspended except upon a majority vote of those present and voting at a general or special membership meeting following written notice given at a previous general membership meeting. (Article B.6.1)
- (c) No change in these by-laws will be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President. (Articles 12.3 and B.6.1)

APPENDIX “A” TERMS

Administrative Officer – previously referred to as the Secretary; keeps records of meetings, communications, and financial reporting. (Sec 4(b)(2), Sec 9(e), Sec 16(e))

An Application – the process to become a member in good standing. (Sec 4(a)(1))

Bargaining Committee – ad hoc committee responsible for preparing proposals, negotiating agreements, and conducting surveys. (Sec 16(a))

Childcare, Dependent Care, Elder Care – reimbursement for care expenses to remove barriers for members participating in union business or meetings. (Sec 12)

Collective Agreement – the written contract between the employer and the union that outlines terms and conditions of employment. (Sec 2(g), Sec 9(b))

CUPE – Canadian Union of Public Employees. (Sec 1).

CUPE 1883 - represents the inside workers employed by Regional Municipality of Waterloo

CUPE National Constitution – the governing document outlining CUPE structure, governance rules, member rights, and procedures. (Sec 3(b), Sec 18)

CUPE Representative – staff or assigned representative from CUPE National who advises and assists the Local in bargaining, committees, and compliance. (Sec 16(a)4, Sec 16(b)4)

Delegates – a member formally chosen or elected to represent the Local at conventions, conferences, or meetings. (Sec 15(b))

Emergency – a situation where a decision cannot wait for a general membership meeting, for example, due to bargaining, convention absence, or urgent operational issues. (Sec 10(c))

Even Years – refers to the election cycle for certain Executive Officers: President, Treasurer, Vice President–Job Evaluation, and Membership Engagement Officer. (Sec 14(b)1)

Executive – an elected position within the Local. (Sec 7(a))

Executive Board – includes all Officers except Trustees, Membership Officer, and Stewards; responsible for delegated work and governance between membership meetings. (Sec 8)

Executive Committee – the group of elected officers that may perform executive functions, including committee appointments and temporary vacancies. (Sec 7(b), Sec 16)

Executive Committee Member – an officer who may perform executive functions, temporary appointments, or committee oversight. (Sec 7(b), Sec 16)

Even Years – the election cycle for President, Treasurer, Vice President–Job Evaluation, and Membership Engagement Officer. (Sec 14(b)1)

General Membership Meeting – a regularly scheduled meeting of the Local membership where decisions are made. (Sec 6)

General Membership Meeting Agenda – standard order of business for meetings including land acknowledgment, roll call, reports, elections, and adjournment. (Sec 6(d))

Member at Large – ad hoc member supporting committees such as the bargaining committee. (Sec 9(l), Sec 16(a))

Membership – includes everyone who is a member in good standing and has the right to attend and vote at general membership meetings. (Sec 4(a))

Out-of-Pocket Expenses – reimbursement provided to officers, trustees, stewards, or committee members for expenses incurred while performing union duties. (Sec 11)

Odd Years – refers to the election cycle for certain Executive Officers: Grievance Chair, Second Vice President, Administrative Officer, and Diversity, Equity and Inclusion Co-Ordinator. (Sec 14(b)1)

Per Diem – daily allowance for meals and incidental expenses for members attending approved union business. (Sec 15(c))

Quorum – the minimum number of members required to transact business at membership or committee meetings. (Sec 6(c))

Rule 17 – refers to the Rules of Order in Appendix A governing meetings. (Sec 17(k))

Secretarian Discussion – divisive or factional debates focusing on narrow ideological or internal political differences, distracting from union unity. (Sec 17(h))

Special Membership Meeting – a meeting called outside the regular schedule to deal with specific business, requiring notice. (Sec 6(b))

Standing Committees – ongoing committees with defined responsibilities, including Steward, Health & Safety, Job Evaluation, Social, Education, and Diversity, Equity & Inclusion Committees. (Sec 16(c-f))

Stewards – members who act as front-line union contacts and represent members in grievance and workplace matters. (Sec 9(k))

Trustees – officers responsible for auditing financial records, inspecting property, and reporting on Local assets and finances. (Sec 9(j))

Voting in Good Standing – the requirement that a member must be current in dues, assessments, and other obligations to vote. (Sec 14(b)6)

Website – refers to www.cupe1883.ca. (Sec 3(c))

Monthly Dues – money paid by workers to the Local representing them. (Sec 13(a))

Assessment – a special levy on members for a specific purpose or time period, approved in accordance with the CUPE Constitution. (Sec 13(d))

Terms of Reference – defines the purpose and structure of a project, committee, meeting, negotiation, or other group formed to achieve a shared goal. (Sec 9(b), Sec 16)

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APPENDIX "B" RULES OF ORDER

1. A Vice-President in the absence of the President, or at their request, will take the chair at all membership meetings. In the absence of both the President and both Vice-Presidents, the Administrative Officer will act as President, and in their absence a President pro-team will be chosen by the Local.
2. No member, except the Chairperson of a committee making a report of the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairperson and movers of resolutions shall be limited to fifteen (15) minutes.
3. The Chairperson will state every question coming before the Local, and before allowing debate, and again immediately before putting it to a vote. Should no member speak, the question will then be put to a vote.
4. A motion to be entertained by the presiding officer must be moved and seconded and both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment, will be in order, but no motion to amend an amendment to an amendment will be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution will be in order.
6. On motion, the regular order of business may be suspended by two-thirds vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17 (of these rules of order), or those to accept or adopt the report of a committee will, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it. Approved by National 16 March 2016.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the presiding officer, but not to state that they rise to a point of order or on a question of privilege, they shall not proceed further until recognized by the chair.
11. When two or members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.

12. Every member, while speaking, must adhere to the question under debate and avoid all personal, indecorous or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.
14. No religious discussion shall be permitted.
15. The President will take no part in debate while presiding but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer has the same rights as other members to vote on any question. In case of a tie, they may in addition give a casting vote, or, if they choose refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion will be in order except (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motions shall have precedence in the order named. The first three of these must be decided without debate.
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 it is adopted, the President will proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, will be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, will not be in order again, if there is further business before the Local, until fifteen (15) minutes have lapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote will then be taken and the Administrative Officer shall count the same. Approved by National 16 March 2016.
22. If any member wishes to challenge (appeal) a decision of the chair they must do so at the time the decision is made. If the challenge is seconded, the member will be asked to then state briefly the basis for their decision, following which the chairperson will immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote will decide except that in the event of a tie the chair is sustained.
23. 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.

24. No member can enter or leave a meeting during the reading of the minutes, the initiation of a new member, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice President.
25. The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

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APPENDIX “C” CODE OF CONDUCT

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

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

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 1883, or any other CUPE chartered body. 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 CUPE bodies. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment Policy.

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

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.
4. If the complaint involves a national 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 CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.
7. 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. For other events, the presiding officer shall consult the National President.

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 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 under Appendix F of the CUPE National Constitution.