



@cupelocal5167



Good Shepherd  
Faith in people.

Women Services, Family Centre  
& Reaching Home Division



Hamilton

City Inside  
City Outside  
Macassa Lodge  
Wentworth Lodge



Royal  
Botanical  
Gardens



St. Matthew's House  
*Where Hope Lives*

# Canadian Union of Public Employees

## CUPE Local 5167 By Laws

To Be Read in Conjunction with the CUPE National Constitution

Approved by the Membership April 22, 2024

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## Article 1. Introduction

**CUPE Local 5167** of the Canadian Union of Public Employees was formed to:

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

The following bylaws are adopted by **CUPE Local 5167** in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of **CUPE Local 5167**.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all the chartered organizations' activities.

CUPE Local 5167 is a composite local made up of the following bargaining units: and all such bargaining units as may merge, amalgamate or be organized by the local union.

1. Airport
2. City of Hamilton
3. DARTS
4. Good Shepherd
5. Lodges

- 6. Royal Botanical Gardens
- 7. St. Matthew's House

## Article 2. Objectives

The objectives of **CUPE Local 5167** are to:

- i. Secure the best possible pay, benefits, working conditions, job security, pensions, and retiree benefits for its members.
- ii. To improve the health and safety and general working conditions within our workplaces.
- iii. Provide educational opportunities and activities for its members to influence and shape their future through free democratic trade unionism.
- iv. Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers.
- v. 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.
- vi. Establish strong working relationships with the public we serve and the communities in which we work and live.
- vii. All local meetings and events will be conducted in accordance with the Equality Statement as per the CUPE National Constitution. In addition, all General Membership Meetings will open with the Equality Statement being read out loud and membership will stand if they are able to do so.

## Article 3. CUPE Local 5167 Organization Structure

<p><b>3.1</b></p> <p><b>Highest Authority</b></p>	<p>The highest decision making shall be the General Membership Meeting.</p> <p>General Membership will approve or deny all motions regarding:</p> <ul style="list-style-type: none"><li>• application for membership.</li><li>• the political direction of the local.</li><li>• the annual budget.</li><li>• any changes to the bylaws and structure of the organization.</li><li>• approve all delegates that attend conferences and conventions by motion or vote.</li></ul>
<p><b>3.2</b></p> <p><b>Executive Board</b></p>	<p>Between General Membership Meetings, the highest authority shall be the Executive Board, Full Time Officers and Signing Authorities to administer the day-to-day operations of the local business as outlined in Executive portfolios.</p> <p>Executive Board decisions shall be reported to the General Membership via the Executive Board Reports.</p>
<p><b>3.3</b></p> <p><b>Representing CUPE Local 5167 to the Public and Employers</b></p>	<p>Each Executive Board Member needs to be mindful of the scope of their role and adherence to these bylaws and policies approved by membership.</p> <p>Executive Board Members will not engage in publicly representing CUPE Local 5167. The direction must</p>

	<p>come from Executive Board or Membership or adhere to article 9.3.</p> <p>Executive Board Members should not be at public events in 5167 swag and using their title if the local has not organized attendance at the event or supporting a political candidate that has not been endorsed by the local membership.</p> <p>Violations will be subject to the accountability article of these bylaws.</p>
<p><b>3.4</b></p> <p><b>Paid Leaves of Absence (LOA)</b></p>	<p>Any union paid leaves of absence (LOA) shall be granted with the approval of the Treasurer, Executive Administrator and President. The requestor will complete the LOA form and submit it to the office copying the Treasurer, Executive Administrator and President.</p>
<p><b>3.5</b></p> <p><b>Confidentiality</b></p>	<p>All members elected to a position or committee under these Bylaws shall sign a Confidentiality Agreement.</p>
<p><b>Article 4. Membership</b></p>	
<p><b>4.1</b></p> <p><b>Membership Application</b> (CUPE National Constitution Article B.8.1)</p>	<p>An individual employed with the jurisdiction of CUPE Local 5167 can apply for membership by signing an application and paying the initiation fee set out in these bylaws.</p>

<p><b>4.2</b></p> <p><b>Approval of Membership</b></p> <p>(CUPE National Constitution Article B.8.2)</p>	<p>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.</p>
<p><b>4.3</b></p> <p><b>Oath of Membership</b></p> <p>(CUPE National Constitution Article B.8.4)</p>	<p>New members will take this oath:</p> <p><i>“I promise to support and obey 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”</i></p>
<p><b>4.4</b></p> <p><b>Continuation of Membership</b></p> <p>(CUPE National Constitution Article B.8.3)</p>	<p>Once accepted, a member continues as a member in good standing while employed within the jurisdiction CUPE Local 5167 unless the member loses good standing under the provisions of the CUPE National Constitution.</p>
<p><b>4.5</b></p> <p><b>Members Obligations</b></p>	<p>Members are obligated to abide by the CUPE National Constitution and these CUPE Local 5167 bylaws.</p> <p>Members will provide the Executive Administrator with their current address, home telephone contact number and where available, a personal e-mail address.</p>



	The member will advise the Executive Administrator 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 blast or online meetings.
<b>Article 5. Rules of Order</b>	
<b>5.1 Parliamentary Procedures</b>	Rules of debate and parliamentary procedure, as defined in the CUPE National booklet Parliamentary Procedure and Bourinot’s Rules of Order; shall govern debate, except as herein otherwise noted.
<b>5.2 Divided Question</b>	At the request of any member, and with the approval of a simple majority of those present, a question may be divided.
<b>5.3 Adhere to the Question</b>	Every member, while speaking, shall adhere to the question under debate, avoid making personal references, refrain from offensive language, as well as any negative reflection on the Local or any member thereof.
<b>5.4 Speakers</b>	No member, except the Chairperson of a Committee or the mover and seconder of a resolution, shall speak more than once on the same question until all who wish to speak have had an opportunity to do so.
<b>5.5 Voting</b>	The Presiding Officer shall have the same rights as other members to vote on any question. In case of a tie, they may cast a deciding vote or, if they choose to

	refrain from voting, in which case the motion does not prevail, and the decision is in the negative.
<b>5.6</b> <b>Tiling the Doors</b>	No member shall enter or leave a meeting while ballots are on the floor or are being cast.
<b>Article 6. General Membership Meetings (GMM)</b>	
<b>6.1</b> <b>Order of Business</b>	<p>Order of Business:</p> <ul style="list-style-type: none"> <li>i. Call to order</li> <li>ii. Minute of Silence for Workers Killed or Injured on the Job</li> <li>iii. Role Call of Officers</li> <li>iv. Equality Statement</li> <li>v. Applications for Membership</li> <li>vi. Presentation of the Minutes</li> <li>vii. Business Arising from the Minutes</li> <li>viii. Financial Report</li> <li>ix. Correspondence for Discussion</li> <li>x. Correspondence for Information</li> <li>xi. Reports of Officers</li> <li>xii. Reports of Committees and Delegates</li> <li>xiii. Nominations and Elections</li> <li>xiv. Unfinished Business</li> </ul>

	<p>xv. New Business</p> <p>xvi. Good of the Union</p> <p>xvii. Adjournment</p>
<b>6.2 Voting</b>	All issues shall be decided by a majority vote except where 2/3 majority is required. A secret ballot shall be held at the request of a member, provided that a majority of the members present agree.
<b>6.3 Suspending the Order of Business</b>	The regular order of business shall only be suspended after the roll call of officers and for good and specific reasons. Such suspension must be supported by a simple majority of members present.
<b>6.4 Quorum</b>	A quorum for the membership meeting shall be eighteen (18) members, one (1) Table Officer and one (1) Executive Board member, for a total of twenty (20) people.
<b>6.5 Meeting Notice</b>	Members will be notified of Membership Meetings by posting on workplace notice boards.
<b>Article 7. Special General Membership Meetings</b>	
<b>7.1 Calling of a Special General Membership Meeting</b>	Special General Membership Meetings may be called at any time by the Executive Board, or by a petition signed by twenty-five (25) members. Forty-eight (48) hours notice must be given to members affected by posting a notice in the workplace. The posting must include the purpose of a meeting.

<p><b>7.2</b> <b>Reason in writing</b></p>	<p>Reasons for calling a Special General Membership Meeting, and the members to be notified, shall be submitted, in writing, to the Executive Administrator.</p>
<p><b>7.3</b> <b>Scope</b></p>	<p>No policy decisions shall be taken at Special General Membership Meetings if it is outside the scope of the purpose for which the meeting was called.</p>
<p><b>7.4</b> <b>Quorum</b></p>	<p>A quorum for Special General Membership Meetings shall be twenty-five (25) members, including one Table Officer and four (4) Executive Board members. The transaction of business at a Special General Membership Meeting is restricted to business relating to the purpose of the meeting</p>
<p><b>7.5</b> <b>Ratification</b></p>	<p>Where it is the intention of the meeting to ratify or otherwise approve a document, memorandum, or letter of agreement, at the above noted meeting, the said document, memorandum or letter of agreement shall be made available at the union office five (5) working days in advance of the meeting.</p>

**Article 8. Executive Board**

<p><b>8.1</b> <b>Executive Board Positions</b></p>	<p>The Executive Board shall be made up of the following positions:</p> <p><b>Table Officers:</b></p> <ol style="list-style-type: none"> <li>1. President</li> <li>2. Vice-President</li> <li>3. Executive Administrator</li> <li>4. Treasurer</li> </ol>
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	<p>5. Second Vice-President</p> <p>6. Education Coordinator</p> <p>7. Social Planning Coordinator</p> <p>8. Equity and Diversity Coordinator</p> <p><b>Unit Vice Presidents:</b></p> <p>9. Airport Vice President</p> <p>10. City Inside Vice President</p> <p>11. City Outside Vice President</p> <p>12. DARTS Vice President</p> <p>(Accessible Transit Operators Workgroup and Logistics Specialist Workgroup)</p> <p>13. Good Shepherd Vice President</p> <p>(Women’s Services, Workgroup Family Centre Workgroup and Reaching Home Workgroup)</p> <p>14. Lodges Vice President</p> <p>(Macassa Workgroup, Wentworth Workgroup)</p> <p>15. Royal Botanical Gardens Vice President</p> <p>16. St. Matthew’s House Vice President</p>
<p><b>8.2</b></p> <p><b>New Units</b></p>	<p>As other bargaining units are organized, merged, or amalgamated, a Unit Vice-President may be elected to the Executive Board. They may also join an existing unit depending on the factors of the workgroup.</p>
<p><b>8.3</b></p> <p><b>Executive Board</b></p>	<p>The Executive Board shall meet at least once per month. The President will call emergency/special meeting at any time. The President will call an emergency/special meeting if a majority of Executive Members make a request in writing.</p>

<p><b>8.4</b></p> <p><b>Quorum</b></p>	<p>A quorum of the Executive Board shall be seven members of the Executive Board, one of whom shall be a Table Officer.</p>
<p><b>8.5</b></p> <p><b>Recommendations to Membership</b></p>	<p>The Executive Board shall make recommendations to the General Membership Meeting regarding finances, correspondence, committee reports and all matters affecting the Local.</p>
<p><b>8.6</b></p> <p><b>Absences</b></p>	<p>In the event that an Executive Board member is absent from three consecutive meetings of the Executive Board and/or Membership, without good and sufficient cause, the Executive Board shall declare such office vacant.</p>
<p><b>8.7</b></p> <p><b>Out of Scope</b></p>	<p>Any Executive Board member, upon accepting duties which take them out of the scope of Local 5167 Collective Agreements, shall be deemed to have immediately resigned from such union office or position for the duration of the term.</p>
<p><b>Article 9. President</b></p>	
<p><b>9.1</b></p> <p><b>Chief Executive Officer</b></p>	<p>The President shall function as the Chief Executive Officer of the Local and shall exercise supervision over the affairs of the Local.</p> <p>The President shall meet semi-annually with each Executive Board Member to ensure they are meeting the goals of their portfolio.</p>

<p><b>9.2</b></p> <p><b>Signatory</b></p>	<p>The President shall be signatory to all official documents, shall be a co-signatory for all orders on the Treasury, and shall be bondable.</p>
<p><b>9.3</b></p> <p><b>Media/Spokesperson</b></p>	<p>The President, or the President’s designate (documented in writing), shall be the official spokesperson for the Local with media. Media is understood as news media, broadcasting (podcasts, news, radio) and letters sent to political bodies and/or City Council and organizations.</p> <p>The President will make every effort to consult with the Executive or appropriate Unit Vice President on matters prior to them being reported to the media. In the event, it was urgent, the President will advise the Executive Board by email afterwards.</p>
<p><b>9.4</b></p> <p><b>Bylaw Interpretation</b></p>	<p>The President shall have the authority to interpret these bylaws. Their interpretation shall be fair and will ensure the intent and objectives of these bylaws, subject to the CUPE National Constitution.</p>
<p><b>9.5</b></p> <p><b>Full Time Position</b></p>	<p>The Office of the President shall be a full-time position and paid at the highest wage grade in any of the bargaining units. The benefits for the President shall be acquired from CUPE National.</p>
<p><b>9.6</b></p> <p><b>Presiding at General Membership Meetings (GMM)</b></p>	<p>The President shall open and preside at General Membership Meetings and Special Membership Meetings. The President shall see that officers and members perform their respective duties, preserve</p>

	order, follow the correct order of business, and decide all rules of order, subject to appeal to the membership.
<b>9.7 Political Action</b>	<ul style="list-style-type: none"> <li>i. The President, or the President’s designate (documented in writing), shall be the lead for all political action campaigns that have been approved by membership as per these bylaws.</li> <li>ii. The President, or the President’s designate (documented in writing), will be responsible for coordinating all activities to mobilize membership to engage in political action being coordinated by CUPE Ontario.</li> <li>iii. The President, or the President’s designate (documented in writing), will organize member participation for municipal, provincial and federal elections.</li> </ul>
<b>9.8 Committees</b>	The President will be a member of all regular and/or special committees of the Local.
<b>9.9 Appointed Committees</b>	The President may appoint all committees not constitutionally provided for.
<b>9.10 Elected Committees</b>	In case of a Committee vacancy, the President shall appoint a member in good standing in consultation with the executive board until such vacancy can be filled by election if so required.
<b>9.11</b>	The President shall be the Chairperson of the City Bargaining Team.



<p><b>Bargaining</b></p>	<p>The President shall be the Chairperson of any other unit under their primary responsibility as direct by Executive Board.</p> <p>The President will support the Vice President as needed during bargaining of the units their responsibility.</p>
<p><b>9.12</b> <b>Job Evaluation</b></p>	<p>The President shall be the lead for Job Evaluation.</p> <p>The President shall coordinate with the appropriate employer to ensure training and appeals.</p>
<p><b>9.13</b> <b>Arbitration</b></p>	<p>The President shall be the lead for Arbitration and coordinate with the appropriate unit vice president and vice president accordingly.</p>
<p><b>9.14</b> <b>Conventions &amp; Conferences</b></p>	<p>The President and or designate shall be a constitutional delegate to all conferences and conventions.</p>
<p><b>9.15</b> <b>Union Property</b></p>	<p>The President shall contact the outgoing Executive and recover any Union property.</p>
<p><b>9.16</b> <b>Return of Property</b></p>	<p>At the termination of their office (or an extended leave of absence), the President shall surrender to their successor, all books, papers, seals, documents and other property of the Local.</p>
<p><b>Article 10. Vice President</b></p>	
<p><b>10.1</b> <b>Coordination</b></p>	<p>The Vice-President shall be responsible for the coordination of issues between all bargaining units under their responsibility (as designated by the Executive Board).</p>

<p><b>10.2</b> <b>Full Time Position</b></p>	<p>The Vice President shall be a paid fulltime position.</p>
<p><b>10.3</b> <b>Bargaining</b></p>	<p>The Vice President shall be the Chairperson of the units of the local under their responsibility. The Vice President will keep the President informed of all bargaining proposals, stages, difficulties and outcomes.</p>
<p><b>10.4</b> <b>Absence of President</b></p>	<p>The Vice-President shall, in the absence of the President, fulfill the duties of the office of President.</p>
<p><b>10.5</b> <b>Co-signatory</b></p>	<p>The Vice-President shall be a co-signatory on the Treasury and shall be bondable.</p>
<p><b>10.6</b> <b>Unit Meetings</b></p>	<p>The Vice-President shall attend all Unit Meetings of the Units of the Local under their responsibility.</p>
<p><b>10.7</b> <b>Reporting</b></p>	<p>The Vice-President shall report to the Local on the functions and activities of all Units under their responsibility</p>
<p><b>10.8</b> <b>Return of Property</b></p>	<p>The termination of their office (or an extended leave of absence), the Vice-President shall surrender to their successor, all books, papers, seals, documents and other Property of the Local.</p>
<p><b>Article 11. Executive Administrator</b></p>	
<p><b>11.1</b> <b>Scope</b></p>	<p>i. The Executive Administrator shall keep a correct and full record of each General Membership Meetings and Executive Board Meetings.</p>

	<ul style="list-style-type: none"> <li>ii. The Executive Administrator may be invited to Unit Meetings or Special Meetings to keep local record.</li> <li>iii. The Executive Administrator will be responsible for data management, files, office process and procedures, record keeping and historical digital archives.</li> </ul>
<b>11.2 Full Time Position</b>	The Executive Administrator shall be a paid fulltime position.
<b>11.3 Co-Signatory</b>	The Executive Administrator shall be a co-signatory to all official documents of a general nature, a co-signatory on the Treasury, and shall be bondable.
<b>11.4 Chief Steward</b>	<ul style="list-style-type: none"> <li>i. The Executive Administrator shall be the Chief Steward of the Local and work in collaboration with the Unit Vice Presidents.</li> <li>ii. The Chief Steward is responsible for chairing monthly Steward Meetings and keeping attendance records.</li> <li>iii. The Chief Steward will ensure the local adheres to the Steward Policy.</li> <li>iv. The Chief Steward will coordinate the elections of Stewards.</li> </ul>
<b>11.5 Stewards List</b>	<p>The Executive Administrator shall maintain an updated list of all elected location stewards.</p> <p>The Executive Administrator shall inform the Executive of all changes.</p>

<p><b>11.5</b></p> <p><b>Communication &amp; Correspondence</b></p>	<p>The Executive Administrator shall receive and review all communications sent to and from the Local and shall maintain a correspondence file. The Executive Administrator shall ensure all correspondence is forwarded to the appropriate executive members or committees.</p>
<p><b>11.6</b></p> <p><b>Postings &amp; Distribution</b></p>	<p>The Executive Administrator shall prepare all postings and notices to the members and shall coordinate the distribution of materials to the membership in sufficient time to permit their attendance or participation.</p>
<p><b>11.7</b></p> <p><b>Social Media</b></p>	<p>The Executive Administrator will create and post appropriate social media and eblasts, including maintaining the website. They will remove any public comments that disparage the work of local membership immediately or that contravenes the CUPE National Equality Statement. They will report any criticism or complaints to the Executive Board.</p>
<p><b>11.8</b></p> <p><b>National Constitution</b></p>	<p>The Executive Administrator shall keep all notices of motions and amendments to the National Constitution or otherwise shall have a master copy of the Constitution and By-laws on file.</p>
<p><b>11.9</b></p> <p><b>Bargaining Committees</b></p>	<p>The Executive Administrator may be included as a member of the Local's Bargaining Committees, as deemed appropriate by the Executive Board.</p>
<p><b>11.10</b></p> <p><b>Records</b></p>	<p>The Executive Administrator shall be responsible for keeping all records of the Local for not less than seven years, including (but not limited to): meeting minutes,</p>

	<p>correspondence, and all other pertinent records. Records may be deposited with the Labour Archives Section of the McMaster University Library once the period of seven years has been exceeded.</p>
<p><b>11.11</b> <b>Meeting Set-up</b></p>	<p>The Executive Administrator shall arrange for the set up and booking of halls and rooms for meetings as directed and/or approved by the Executive Board or membership.</p>
<p><b>11.12</b> <b>Staff Supervisor</b></p>	<p>The Executive Administrator shall be responsible for supervising the administration staff as per their Collective Agreement.</p>
<p><b>11.13</b> <b>Facilities Administration</b></p>	<p>The Executive Administrator shall be responsible for the office facilities and administration of office contracts and service providers.</p>
<p><b>11.14</b> <b>Other Duties</b></p>	<p>The Executive Administrator shall perform all such other duties as may be incidental to the functioning of the office and fulfill those that the Executive Board or the Local is legally entitled to order the Executive Administrator to perform.</p>
<p><b>11.15</b> <b>Policies &amp; Procedures</b></p>	<p>The Executive Administrator shall be responsible for maintaining CUPE Local 5167 policies and procedures.</p> <p>The Executive Administrator shall be responsible for developing, maintaining and implementing the policies and procedures for 5167 Employees covered under COPE Local 343.</p>

<p><b>11.16</b></p> <p><b>Membership Database</b></p>	<p>The Executive Administrator shall be responsible for maintaining the Local's membership database.</p>
<p><b>11.17</b></p> <p><b>Return of Property</b></p>	<p>At the termination of their office (or an extended leave of absence), the Executive Administrator shall surrender to their successor, all books, papers, seals, documents and other property of the Local.</p>
<p><b>Article 12. Treasurer</b></p>	
<p><b>12.1</b></p> <p><b>Accounts</b></p>	<ul style="list-style-type: none"> <li>i. The Treasurer is responsible to ensure the financial records of the Local are maintained and all deposits, expenditures and financial accounts are accurate and reported to the Executive and Members in a timely manner.</li> <li>ii. The Treasurer shall monitor all bank accounts and ensure there is no excess money in the chequing account except as is necessary to conduct business of the Local on a regular basis.</li> <li>iii. The Treasurer shall not allow the cash in the current chequing account to exceed two hundred and fifty thousand dollars (\$250,000). All securities of the Local shall be deposited, for safekeeping, with one or more bankers, trust companies, credit unions, or other financial institutions to be selected by the Executive Board and approved by the membership.</li> </ul>

<p><b>12.2</b> <b>Co-signatory</b></p>	<p>The Treasurer shall be a co-signatory to all official documents of a financial nature, a co-signatory on the Treasury, and shall be bondable.</p>
<p><b>12.3</b> <b>Receiving Dues</b></p>	<ul style="list-style-type: none"> <li>i. The Treasurer shall ensure a correct and proper count of its members by ensuring all dues, initiations, fees and fines are collected and deposited in the Local's financial institution.</li> <li>ii. The Treasurer shall receive all initiation fees, dues, assessments and fines from the members of the Local and shall deposit it in the name of the Local in such financial institutions as the Executive may direct.</li> </ul>
<p><b>12.4</b> <b>Deposits</b></p>	<p>The Treasurer shall deposit all cash and cheques as necessary and maintain duplicate records of all deposits.</p>
<p><b>12.5</b> <b>Disbursement</b></p>	<p>The Treasurer shall ensure all disbursements for the Local are made as provided for in Article B.4.4 of the National Constitution of the Canadian Union of Public Employees.</p>
<p><b>12.6</b> <b>Investments</b></p>	<p>The Treasurer shall endeavor to invest excess funds in short term, easily accessible investments that yield a greater return providing the initial capital invested is guaranteed.</p>
<p><b>12.7</b> <b>Bonding</b></p>	<p>The Treasurer shall ensure that all officers of the Local are bonded at the appropriate level in accordance with the CUPE National Constitution. The Treasurer shall be</p>

	qualified for a bond as per Article B.3.5 of the National Constitution of the Canadian Union of Public Employees
<b>12.8 Financial Records</b>	<ul style="list-style-type: none"> <li>i. The Treasurer shall have financial reports available at monthly Executive Board meetings and shall have the books audited at least semi-annually by the Trustees.</li> <li>ii. The Treasurer shall keep all receipts on file.</li> </ul>
<b>12.9 Remittance</b>	The Treasurer shall be responsible for remitting all financial obligations to the National Union in accordance with Article B.3.8 of the National Constitution.
<b>12.10 Return of Property</b>	At the end of their term of office (or an extended leave of absence), the Treasurer shall turn over to their successor, all properties and assets, including funds, books and records belonging to the Local
<b>Article 13. Second Vice President</b>	
<b>13.1 Scope</b>	The Second Vice-President shall be responsible for all matters pertaining to WSIB, Attendance Management, Short Term Disability, Return to Work and Long-Term Disability affecting members.
<b>13.2 Full Time Position</b>	The Second Vice President shall be a paid fulltime position.
<b>13.3 Health and Safety Committee</b>	The Second Vice-President shall be the Chairperson of the CUPE Local 5167 Health and Safety Committee.



<p><b>13.4</b></p> <p><b>Employment Assistance Representative</b></p>	<p>The Second Vice-President shall be the Employee Assistance Programs Representative for the Local. They will ensure the local has up to date employment assistance information for each unit and update the Executive and Membership of any changes.</p>
<p><b>13.5</b></p> <p><b>Joint Health and Safety Committees (JHSC) Coordination Assistance and Support</b></p>	<ul style="list-style-type: none"> <li>i. The Second Vice-President shall endeavour to attend JHSC as requested, and scheduling allows.</li> <li>ii. The Second Vice-President will act as a support and resource to JHSCs.</li> <li>iii. The Second Vice-President shall coordinate the vacancies and postings for all functioning JHSC.</li> <li>iv. The Second Vice-President shall coordinate and maintain all record keeping, terms of reference and incident reports for JHSC.</li> </ul>
<p><b>13.6</b></p> <p><b>WSIB Files</b></p>	<ul style="list-style-type: none"> <li>i. The Second Vice President keep all WSIB files in a locked cabinet.</li> <li>ii. The Second Vice President will provide support to members filing WSIB claims, the onus of the claim is on the member.</li> <li>iii. The Second Vice President will refer the file to CUPE National once an appeal has been filed.</li> <li>iv. The Second Vice President will return the file to members when they are deemed closed.</li> </ul>

<b>13.7 Reporting</b>	The Second Vice-President shall report to the Local on any new or changing information regarding the scope of their portfolio.
<b>13.8 Return of Property</b>	At the termination of their office (or an extended leave of absence), the Second Vice-President shall surrender to their successor, all books, papers, seals, documents and other Property of the Local.
<b>Article 14. Education Coordinator</b>	
<b>14.1 Scope</b>	The Education Coordinator will be responsible for coordinating educational opportunities for members in good standing.
<b>14.2 Education Committee</b>	The Education Coordinator will be the Chair of the Education Committee.
<b>14.3 Education Records</b>	The Education Coordinator will maintain education records for each member. The records will include the members name, course title and date.
<b>14.4 Education Requests</b>	The Education Coordinator will make recommendations to the committee regarding educational opportunities and requests.
<b>14.5 Return of Property</b>	At the termination of their office (or an extended leave of absence), the Education Coordinator shall surrender to their successor, all books, papers, seals, documents and other Property of the Local.

## Article 15. Social Planning Coordinator

<b>15.1 Scope</b>	The Social Planning Coordinator shall be the Chairperson of the Social Committee.
<b>15.2 Events</b>	The Social Planning Coordinator shall coordinate the annual Labour Day activities. In addition, they will organize a minimum of 3 other quarterly events to engage and mobilize membership with their union and provide social activities to build unity.
<b>15.3 Reporting</b>	The Social Planning Coordinator shall report to the Local on the functions and activities under their responsibility.
<b>15.4 Return of Property</b>	At the termination of their office (or an extended leave of absence), the Social Planning Coordinator shall surrender to their successor, all books, papers, seals, documents and other Property of the Local.

## Article 16. Equity Coordinator

<b>16.1 Eligibility</b>	<p>The Equity Coordinator shall be a self identified member of one of the following equity-seeking groups:</p> <ul style="list-style-type: none"><li>• Aboriginal/Indigenous People</li><li>• LGBTQ2s</li><li>• Persons living with Disabilities</li><li>• Racialized workers</li><li>• Women</li><li>• Young workers (30 &amp; under)</li></ul>
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<p><b>16.2</b></p> <p><b>Scope</b></p>	<p>The Equity Coordinator shall:</p> <ul style="list-style-type: none"> <li>i. Make efforts to engage equity seeking members with the union.</li> <li>ii. Advise the Executive Board and Membership of current trends or topics concerning equity seeking groups in the workplace and/or labour movement.</li> <li>iii. Develop and implement initiatives/activities aimed at advancing equity in the workplace.</li> <li>iv. Provide a range of diversity information and resources when possible.</li> <li>v. Provide guidance when possible, through an equity lens to Executive and Membership.</li> </ul>
<p><b>16.3</b></p> <p><b>Equity Committee</b></p>	<p>The Equity Coordinator will be the Chair of the Equity Committee.</p>
<p><b>16.4</b></p> <p><b>Return of Property</b></p>	<p>At the termination of their office (or an extended leave of absence), the Equity Coordinator shall surrender to their successor, all books, papers, seals, documents and Property of the Local.</p>
<p><b>Article 17. Unit Vice Presidents</b></p>	
<p><b>17.1</b></p> <p><b>Leave of Absence</b></p>	<p>Each Unit Vice President will be booked of in accordance with their Collective Agreement.</p> <p>For example:</p>

	<ul style="list-style-type: none"> <li>• The City Inside Vice President and City Outside Vice President are booked off full time in accordance with these bylaws.</li> <li>• The Lodges Vice President is booked as for 2 shifts per week based on the Letter of Understanding within the Collective Agreement.</li> </ul>
<b>17.2 Unit Business</b>	Each Unit Vice President, in conjunction with the President (or Vice President), shall manage all other business as may pertain to their office, and which may be necessary for the proper functioning of their bargaining unit.
<b>17.3 Bargaining Committees</b>	Each Unit Vice President will be a voting representative of the bargaining committee of their respective units.
<b>17.4 Grievance Committee</b>	Each Unit Vice President will serve as the Chair of their unit's grievance committee. They will be responsible for following the grievance process as outlined in their respective Collective Agreements and local procedures.
<b>17.5 Bylaw Committee</b>	Each Unit Vice President will be a member of the bylaw committee.
<b>17.6 Education Committee</b>	Each Unit Vice President will be a member of the education committee.

<p><b>17.7</b></p> <p><b>Unit Meetings</b></p>	<ul style="list-style-type: none"> <li>i. <b>Union Request</b> - Unit or Workgroup Meetings may be called by the Unit Vice-President, Vice-President or President</li> <li>ii. <b>Member Request</b> - A Unit Meeting may be called by the members of the unit provided a petition, signed by ten percent of the members of that unit or 25 members (whichever is less), is submitted to the Executive Administrator. The petition must include the agenda for the meeting.</li> <li>iii. <b>Agenda</b> - The transaction of business at a Unit Meeting is restricted to business relating to the purpose of the meeting. Unit meetings cannot pass motions that bind the Local Union unless the General Membership Meeting subsequently ratifies the motion.</li> <li>iv. <b>Ratification</b> - Where it is the intention of the meeting to ratify or otherwise approve a document, memorandum, or letter of agreement, at the above noted meeting, the said document, shall be made available through the union in advance of the meeting.</li> <li>v. <b>Notice</b> -Forty-eight (48) hours notice of the meeting must be given by posting a notice in the workplace. The posting must include the purpose of the meeting.</li> </ul>
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	vi. <b>Quorum</b> - A quorum for Unit Meetings shall be, ten percent of the members of the unit or eighteen (18) members, whichever is less.
<b>17.8 Return of Property</b>	At the end of their term of office (or an extended leave of absence), the Unit VPs shall turn over to their successor, all properties and assets, including funds, books and records belonging to the Local.
<b>Article 18. Stewards</b>	
<b>18.1 Elections</b>	<ul style="list-style-type: none"> <li>i. Election for Location Stewards shall take place in June, in even numbered years.</li> <li>ii. The elections notice will be posted in April and will close in May.</li> <li>iii. Stewards must provide written confirmation to the Chief Steward of their interest no later than the closing date as posted. In the event a position is unfilled or where vacancy occurs at any other time it shall be posted and filled by election. Stewards must be non-probationary employees.</li> <li>iv. All Steward elections will be held online.</li> </ul>
<b>18.2 Duties</b>	<p>Stewards shall act as the Union's representative in the workplace and shall ensure that:</p> <ul style="list-style-type: none"> <li>i. all notes and supporting documentation are provided to the union office,</li> <li>ii. member issues are dealt with in a professional and timely manner,</li> </ul>

	<p>iii. and grievances are filed where the employer fails to comply with the terms of the Collective Agreement, relevant policies, or legislation.</p>
<p><b>18.3</b> <b>Grievances</b></p>	<p>Stewards shall investigate and report on all grievances to the Vice President of the appropriate unit.</p>
<p><b>18.4</b> <b>Steward Obligation</b></p>	<p>Stewards shall attend no less than three (3) meetings or education (monthly steward meetings, or CUPE Steward Learning Series trainings) in each year of the steward term (July to June of even years).</p> <p>A Steward can attend one (1) general membership meeting to count towards their obligation in each year of the Steward term (July to June each year).</p> <p>It is the responsibility of the Steward to confirm their attendance by email to the Chief Steward for it to be recorded.</p> <p>Failure to attend 3 or more events without good and sufficient reason shall result in their stewardship being removed for 12 months from the date of removal before reapplying.</p>
<p><b>18.5</b> <b>Steward Training</b></p>	<p>Within 12 months of a Steward's first term (July to June of even years) all Stewards are required to complete the CUPE Introduction to Steward training. Where a Steward fails to do so, their stewardship will be removed until the course is completed.</p>
<p><b>18.6</b> <b>Workplace Postings</b></p>	<p>Stewards are responsible to post and monitor postings on all union boards in their own work location. Where a</p>



	work location does not have a union board, the Steward will report this to the Chief Steward. Stewards will post a list of all Stewards in their location.
<b>18.7 Out of Scope</b>	Stewards taking a position outside of the scope of their Collective Agreement must inform the Chief Steward. Any member holding a Steward position, upon accepting duties which take them out of the scope of Local 5167 Collective Agreements shall be deemed to have immediately resigned from such union office or position for the duration of the term.
<b>18.8 Temporary Vacancies</b>	Stewards absent from work will report to the Chief Steward any workplace absence expected to last 60 days or longer. Temporary Vacancies expected to last more than 60 days will be posted in the workplace and the temporary Steward will remain until the absent Steward returns or until steward elections.
<b>Article 19. Trustees</b>	
<b>19.1 Election</b>	<ul style="list-style-type: none"> <li>i. There shall be three Trustees for the Local.</li> <li>ii. Trustees shall be elected for a three-year term in such a manner that the office of one trustee shall be up for election each year.</li> <li>iii. Self nominations to be held in April, and election in to be held in May.</li> </ul>
<b>19.2 Vacancy</b>	In the case of a vacancy occurring, a Trustee shall be elected to fill the unexpired term.

<p><b>19.3</b> <b>Duties</b></p>	<p>The duties of the Trustee shall be as defined by Article B.3.10 to B.3.12 of the Canadian Union of Public Employees Constitution.</p>
<p><b>19.4</b> <b>Finance Committee</b></p>	<p>The third-year trustee shall be a member of the Finance Committee. (Rotated each year in June).</p>
<p><b>Article 20. Sergeant-At-Arms</b></p>	
<p><b>20.1</b> <b>Election</b></p>	<ul style="list-style-type: none"> <li>i. There shall be two (2) Sergeant At Arms for the Local.</li> <li>ii. Sergeant At Arms shall be elected for a two-year term.</li> <li>iii. Self nominations to be held in April of even number of years, and election in to be held in May of even numbered years.</li> </ul>
<p><b>20.2</b> <b>In Person GMM</b> <b>Entrance to Meetings</b></p>	<ul style="list-style-type: none"> <li>i. Sergeants-At-Arms shall take up their position at the inner door of the meeting place and ensure members are in good standing.</li> <li>ii. Sergeant-At-Arms shall allow for members to complete the member in good standing form and advise the Executive Administrator of a walk on application for membership.</li> <li>iii. Sergeants-At-Arms shall, where required, enforce the showing of Union cards or other identification at the door.</li> </ul>
<p><b>20.3</b> <b>In Person GMM</b> <b>Guests</b></p>	<p>All guests will be announced to the President who will obtain the permission of the Membership to allow them to enter.</p>

<p><b>20.4</b></p> <p><b>Orderly Meeting</b></p>	<p>Sergeants-At-Arms shall assist the President or Chairperson at all times in conducting a proper and orderly meeting. They shall expel any person from the meeting when so directed by the President or Chairperson of the meeting.</p>
<p><b>20.5</b></p> <p><b>Sign In Log</b></p>	<p>Sergeants-at-Arms shall maintain the sign-in log for all In person general membership meetings and deliver the log to the Executive Administrator at the end of the meeting.</p>
<p><b>20.6</b></p> <p><b>Unit Meetings/Special Meetings</b></p>	<p>The Chairperson of any union meeting, in coordination with the President may contact the Sergeant-At-Arms to request they attend an in-person unit meetings to carry out their duties as above.</p>
<p><b>20.7</b></p> <p><b>Honorarium</b></p>	<p>The honorarium will be divided by 11 general membership meetings and issued for attendance at each in person meeting.</p>
<p><b>Article 21. Committees</b></p>	
<p><b>21.1</b></p> <p><b>Honorarium</b></p>	<p>Executive Members will not receive an honorarium for participating in any committees they are required to be on as per these By Laws.</p>
<p><b>21.2</b></p> <p><b>Member in good standing</b></p>	<p>All members of committees must be members in good standing by the time of nomination.</p>
<p><b>21.3</b></p> <p><b>Nomination and Election</b></p>	<p>A member shall be elected to each committee, except for Grievance, Finance, Education and Bylaw, from each of the following Units/Workgroups:</p> <ol style="list-style-type: none"> <li>1. Airport Unit</li> </ol>

	<ol style="list-style-type: none"> <li>2. City Unit - Inside Workgroup</li> <li>3. City Unit – Outside Workgroup</li> <li>4. DARTS Unit</li> <li>5. Good Shepherd Unit</li> <li>6. Lodges Unit</li> <li>7. Royal Botanical Gardens Unit</li> <li>8. St. Matthew’s House Unit</li> </ol>
<p><b>21.4</b></p> <p><b>Committee Self Nominations</b></p>	<p>Notice of committee nominations will be posted by September 1<sup>st</sup> following the Executive elections.</p> <p>All self nominations must be received no later than the Friday before the September general membership meeting by 4pm.</p> <p>Candidates that are acclaimed or require election will be read at the September general membership meeting.</p>
<p><b>21.5</b></p> <p><b>No Unit Member interest</b></p>	<p>When no member from a bargaining/workgroup comes forward for nomination, a posting to general membership will be posted no later than October 1<sup>st</sup>.</p> <p>All self nominations must be received no later than October 15<sup>th</sup> by 4pm.</p> <p>All required elections will be posted by October 30<sup>th</sup>.</p>
<p><b>21.6</b></p> <p><b>Required Elections</b></p>	<p>All required elections will be held online during the month of October, except those related to article 27.5 they must be held no later than November 15.</p> <p>The Executive Administrator will organize and post all elections.</p>

<p><b>21.7</b></p> <p><b>Absence from work</b></p>	<p>Committee members absent from work will report to the Committee Chair any workplace absence expected to last 60 calendar days or longer</p> <p>Temporary Vacancies expected to last more than 60 days will be posted in the Unit’s workplace.</p> <p>If there is no interest, it will be posted to general membership.</p> <p>The temporary Committee Member will remain until the absent Member returns or until Committee elections.</p>
<p><b>21.8</b></p> <p><b>Removal from Committees</b></p>	<ul style="list-style-type: none"> <li>i. Committee Members that do not make satisfactory efforts to participate in meeting the committee objectives are subject to removal.</li> <li>ii. The Chair will confer with the President stating demonstrated examples of lack of participation.</li> <li>iii. The Committee Member will be notified in writing of their removal and have 10 calendar days to submit an appeal to the Executive Board</li> <li>iv. The Executive Board decision will be final.</li> </ul>
<p><b>21.9</b></p> <p><b>Out of Scope</b></p>	<p>Any Committee member upon accepting duties which take them out of the scope of Local 5167 Collective Agreements, shall be deemed to have immediately resigned from such committee position for the duration of the term.</p>
<p><b>21.10</b></p> <p><b>Equity Committee</b></p>	<p>The Equity Coordinator, or their designate, shall chair the Committee.</p>

	<ul style="list-style-type: none"> <li>i. The Committee will be responsible for all issues regarding discrimination and human rights in relation to 5167 members in the workplace as well as in support of members of our community.</li> <li>ii. The Equity and Diversity Coordinator will organize the local and committee participation at minimum of 4 events per year related to the scope of their portfolio.</li> <li>iii. They may plan or attend activities including, but not limited to the following: <ul style="list-style-type: none"> <li>• Black History Month (February)</li> <li>• Pink Shirt Day</li> <li>• International Women’s Day (March 8)</li> <li>• International Day for the Elimination of Racial Discrimination (March 21)</li> <li>• Pride (month of June)</li> <li>• Indigenous History Month (month of June)</li> <li>• Take Back the Night (September)</li> <li>• Truth and Reconciliation Day (September 30)</li> <li>• International Day of Person with Disabilities (Dec 3)</li> <li>• The National Day of Remembrance and Action on Violence Against Women (Dec 6)</li> </ul> </li> </ul>
<p><b>21.11 Grievance Committee</b></p>	<p>Grievance Committee’s shall be set up in accordance with the provision of the appropriate Collective Agreement.</p>

	<p>Unless otherwise specified in the collective agreement that committee will consist of 3 members who will all attend grievance meetings, and mediations on as equal of a rotation as possible. When possible, a grievance committee member will be invited by their Unit Vice President to at least 1 arbitration over their elected term.</p> <p>The President or designate and Unit Vice-President, will be members of the Unit Grievance Committee.</p>
<p><b>21.12</b> <b>Finance</b> <b>Committee</b></p>	<ul style="list-style-type: none"> <li>i. The Finance Committee shall consist of all the signing Officers: President, Vice President, Executive Administrator and Treasurer, as well as the Education Coordinator, the third year Trustee, and one member from the general membership elect as per Article 35.2. The Treasurer shall chair the Committee.</li> <li>ii. The Committee shall be responsible for drawing up a yearly budget to be presented to and approved by the Executive Board and membership. The budgeting process should be completed annually and presented at the November membership meeting. The Committee shall make recommendations on budget variances if required. Variances must be presented to the Executive Board and membership for approval.</li> </ul>

	<ul style="list-style-type: none"> <li>iii. The Finance Committee to review any financial matter referred by the President, Membership, Treasurer or Executive Board.</li> </ul>
<p><b>21.13</b> <b>Health &amp; Safety Committee</b></p>	<ul style="list-style-type: none"> <li>i. The Second Vice-President, or their designate, shall chair the Committee.</li> <li>ii. The Health and Safety Committee shall review and make recommendations related to education on Health and Safety matters for the Local in consultation with the Education Coordinator.</li> <li>iii. The Health and Safety Committee shall review minutes and reports and make recommendations to assist Joint Health and Safety Committees in the workplace(s) to support their role.</li> <li>iv. The Health and Safety Committee shall coordinate the Local's activities for the Day of Mourning.</li> </ul>
<p><b>21.14</b> <b>Education Committee</b></p>	<ul style="list-style-type: none"> <li>i. The education committee shall consist of the Vice-Presidents of each bargaining unit or workgroup, or their designate and two members elected from the general membership. The Education Coordinator or their designate shall chair the committee.</li> <li>ii. The committee shall be responsible for reviewing all aspects of membership education related to in-house and external union education opportunities.</li> </ul>



	<ul style="list-style-type: none"> <li>iii. The committee shall keep review training opportunities; review all requests for training; and promote training opportunities and requests.</li> <li>iv. The committee will make recommendations to the executive and membership regarding training opportunities and requests.</li> <li>v. The committee will maintain a current record of who has had training in what courses on what dates.</li> <li>vi. The committee is responsible for approving or denying all requests.</li> </ul>
<p><b>21.15</b></p> <p><b>Communications Committee</b></p>	<p>The Executive Administrator or their designate shall chair the committee.</p> <p>Each committee member shall:</p> <ul style="list-style-type: none"> <li>i. submit a minimum of 3 pieces for each year of the term (for clarity 3 per year).</li> <li>ii. provide recommendations related to the local’s web site.</li> <li>iii. make efforts to promote the local’s social media with fellow members.</li> </ul> <p>The committee will host one event per year to promote member engagement.</p>
<p><b>21.16</b></p> <p><b>Bylaw Committee</b></p>	<ul style="list-style-type: none"> <li>i. The Executive Administrator shall chair the committee.</li> <li>ii. The by-law committee shall consist of the Unit Vice-Presidents of each bargaining unit or workgroup and the Vice President.</li> </ul>

	<ul style="list-style-type: none"> <li>iii. The committee shall be responsible for coordinating all aspects related to maintaining the local's by-laws in a complete and accurate form as per the direction and ratification by the membership in accordance with Article 35 of these by-laws.</li> <li>iv. The committee shall review the bylaws as needed and at least once annually</li> </ul>
<p><b>21.17</b> <b>Social Committee</b></p>	<ul style="list-style-type: none"> <li>i. The Social Planning Coordinator or their designate, shall chair the Committee.</li> <li>ii. The Committee shall be responsible for planning the annual Labour Day activities and a minimum 3 other events under the guidance of the Social Planning Coordinator.</li> <li>iii. The Committee shall endeavor to engage members of the union to get involved and participate in union activities.</li> </ul>
<p><b>21.18</b> <b>Election Committee</b></p>	<ul style="list-style-type: none"> <li>i. The Election Committee shall be comprised of five (5) committee members plus two (2) alternates for the Executive Nominations and Elections.</li> <li>ii. The Election Committee shall include members of the local who are neither Executive or Candidates for office.</li> <li>iii. The Election Committee shall be elected from the floor at the January monthly general membership prior to the Executive elections.</li> </ul>

	<ul style="list-style-type: none"> <li>iv. The Election Committee will have access to the email <a href="mailto:elections@cupe5167.org">elections@cupe5167.org</a> exclusively from January to July of the Executive election year.</li> <li>v. The Election Committee will direct staff to manage the <a href="mailto:vote@cupe5167.org">vote@cupe5167.org</a> for election registration.</li> <li>vi. The Election Committee will oversee the online election and work with the service provider.</li> <li>vii. The Election Committee shall follow the expense and reimbursement policy to cover all meals and refreshments for full days of leave of absences.</li> <li>viii. The Election Committee will receive a one-time honorarium as per the policy.</li> </ul>
<p><b>21.19</b></p> <p><b>Campaign Action Ad Hoc Committee</b></p>	<ul style="list-style-type: none"> <li>i. As per article 34.2 Campaign Approval the Lead will post for a Campaign Action Ad Hoc Committee participation to the appropriate scope of membership.</li> <li>ii. The number of committee positions will depend on the scope of the campaign and approved costs.</li> <li>iii. In the event there is more interest than the committee positions an election will need to take place in coordination with these bylaws.</li> <li>iv. If the scope is membership wide, efforts will be put forward to have representation from each unit to fill positions.</li> </ul>

	<p>v. Each committee member per approved campaign will be eligible for a one-time honorarium as set out in the campaign request.</p>
<p><b>Article 22. Delegates to Conventions and Conferences</b></p>	
<p><b>22.1</b> <b>Call to Convention and Conferences</b></p>	<p>At the General Membership Meeting following receipt of the call to conventions and conferences the Executive Board shall give notice to the floor as to the number of delegates the Local Union has budgeted to send to represent the Union at such Conventions and Conferences.</p> <p>Nominations and Elections of Delegates shall be posted and elections to follow as per these bylaws.</p>
<p><b>22.2</b> <b>Attendee's</b></p>	<p>Except as provided for in the Duties of President, the Executive Board shall make recommendations to the membership regarding attendees to conferences and conventions. If the Executive Board's recommendations are rejected, the membership shall nominate and elect the required number of attendees within the approved budgeted amount. Except as provided for in the Duties of the President, all delegates to conference and convention shall be chosen by election by the membership</p>
<p><b>22.3</b> <b>Automatic Delegate</b></p>	<p>Any member who holds office for an affiliate of this Local, shall automatically attend the conference or convention of the affiliate as a full delegate of this Local.</p>

<p><b>22.4</b></p> <p><b>Good Standing</b></p>	<p>Delegates to Conferences and Conventions shall be members in good standing.</p>
<p><b>22.5</b></p> <p><b>Written Report</b></p>	<p>Delegates to conferences and conventions are required to submit a report within the 2 following membership meetings summarizing their experience and sharing information of interest. They may submit the report:</p> <ul style="list-style-type: none"> <li>• In writing to the office</li> <li>• Meet with an Executive Member to have them assist in writing a report</li> <li>• Verbal report to the membership</li> </ul> <p>In the event they fail to submit the report they will be ineligible to request to be a delegate at any conference or convention for 6 months beginning the first general membership after they attended the conference or convention, they did not submit a report for.</p> <p>For the second and following failures to submit a report they will be ineligible to request to be a delegate at any conference or convention for 12 months beginning the first general membership after they attended.</p> <p>They have the right to appeal the decision to the Executive Board.</p>
<p><b>Article 23. Accountability and Recall – Under Review</b></p>	
<p><b>23.1</b></p> <p><b>Allegation</b></p>	<p>All representatives of the union elected by the membership shall be held to standards of accountability and performance that are acceptable to the</p>

	<p>membership. In the event there is an allegation that an elected representative is not performing their duties in a fashion consistent with acceptable standards the following process may be invoked.</p>
<p><b>23.2</b> <b>Petition</b></p>	<p>A petition representing 50% + 1 of the electors shall be presented to the presiding officer of the local union. In the event that the presiding officer is the subject of the petition another table officer of the local shall be designated as the presiding officer for the purpose of this procedure.</p>
<p><b>23.3</b> <b>Appointing a Recall Panel</b></p>	<p>On receipt of the said petition in (19.2) above, the presiding officer shall immediately appoint a panel comprised of themselves as chair, one member of the local union executive, and one member at large. This panel shall be called the Recall Panel.</p>
<p><b>23.4</b> <b>Representation</b></p>	<p>The Recall Panel shall then call a meeting at which (2) two members representing the petitioners, the accused and their representative shall be in attendance.</p>
<p><b>23.5</b> <b>Opportunity to Respond</b></p>	<p>The Recall Panel shall hear the concerns of the petitioners, and the accused shall be given the opportunity to respond to any allegations raised by the petitioners.</p>
<p><b>23.6</b> <b>Failure to Attend</b></p>	<p>If the Petitioners and/or the Accused do not appear at the hearing described in 19.5 above, the Recall Panel may proceed to hear such evidence as may be available.</p>

<p><b>23.7</b></p> <p><b>Written Report</b></p>	<p>After hearing the parties' evidence, the Recall Panel shall then prepare a written report and recommendations as to the course of action (if any) that should be taken to resolve any problems identified.</p>
<p><b>Voting &amp; Elections</b></p>	
<p><b>Article 24. Online Voting</b></p>	
<p><b>24.1</b></p> <p><b>Secret Online Voting</b></p>	<p>Elections and votes conducted by CUPE Local 5167 will be online and by secret ballot.</p>
<p><b>24.2</b></p> <p><b>Eligible for Voting</b></p>	<p><b>Dues Paying Members</b> on the day of the registration deadline – Ratification and Strike votes ONLY.</p> <p><b>Member in Good Standing</b> on the day of the registration deadline: All voting processes and elections.</p>
<p><b>24.3</b></p> <p><b>List of Eligible Voters</b></p>	<p>The Executive Administrator shall be responsible for the list of the eligible voting members of the Local, separated by bargaining unit or work group.</p>
<p><b>Article 25. Executive Elections</b></p>	
<p><b>25.1</b></p> <p><b>Eligibility for Nomination</b></p>	<p>Members seeking nomination to office must have been members of the Local for at least one (1) year.</p>
<p><b>25.2</b></p> <p><b>Holding More Than One Office</b></p>	<p>No member shall hold more than (1) Executive position.</p> <p>For clarity: An Executive can not be a Sergeant At Arms or Trustee while in their position. An Executive may run for a committee.</p>

	<p>An Executive is a Steward by nature of position, therefore will not be counted as a location steward in the workplace compliment.</p> <p>Upon leaving an Executive position, they may stay as a location steward for the remainder of the Steward term.</p>
<p><b>25.3</b> <b>Eligibility to run for President</b></p>	<p>No member shall be eligible to run for President unless the member has been a member in good standing for at least one (1) year and has attended at least 5 membership meetings held in the twelve (12) month period before nominations.</p> <p>The attendance records via the membership meeting sign in sheets shall be conclusive as to attendance. A member who is unable to attend any meetings may be excused if they notify the local office, in writing, or by email (to the CUPE Local 5167 office) within 48 hours of the monthly scheduled membership meeting. A member who has been excused shall be deemed present for the purpose of determining eligibility under this article.</p>
<p><b>25.6</b> <b>Out of Scope</b></p>	<p>Any member of Local 5167 who takes a temporary or full-time position, outside the scope of Local 5167 Collective Agreements, shall be excluded from running for as an elected position of the union so long as they maintain that position. It is understood that any member who accepts a temporary or full-time position with a recognized union affiliate shall not be subject to the terms of this Article.</p>



<p><b>25.1</b> <b>Notice of Nominations</b></p>	<p>Notice of nominations shall be posted in all workplaces at least one month prior to the nomination.</p>
<p><b>25.4</b> <b>Nomination Schedule</b></p>	<ul style="list-style-type: none"> <li>i. Executive nominations are to be held at the April General Membership in odd numbered years.</li> <li>ii. Members can self nominate.</li> <li>iii. If the member is not able to attend the meeting, they must submit a self nomination in writing by 4pm of that day to the office.</li> </ul>
<p><b>25.8</b> <b>Election Committee</b></p>	<p>The Election Committee will oversee and direct the biennial Executive elections.</p>
<p><b>25.5</b> <b>Election Schedule</b></p>	<p>Executive elections will take place biennially in June in odd numbered years</p>
<p><b>25.6</b> <b>Election Dates</b></p>	<ul style="list-style-type: none"> <li>i. Online voting will be open for 48 hours.</li> <li>ii. The elections shall be held in the month of June and completed no later than June 15th.</li> </ul>
<p><b>25.9</b> <b>Information Package</b></p>	<p>All Candidates will receive a package of information from the Election Committee.</p> <p>The package will contain:</p> <ul style="list-style-type: none"> <li>i. 5167 By-Laws</li> <li>ii. CUPE National Constitution/Equality Statement</li> <li>iii. Any additional information as determined by the Election Committee.</li> </ul>
<p><b>25.10</b> <b>Plurality voting</b></p>	<p>Election to office shall be by a plurality of the votes counted (candidate with the most votes wins).</p>
<p><b>25.11</b> <b>Online Ballots</b></p>	<p>The Election Committee shall be responsible for coordinating the form and layout of the ballots for online elections.</p>

<p><b>25.12</b> <b>Directing Staff</b></p>	<p>The Elections Committee shall put all request for administrative assistance in writing to the National Staff Representative for delivery to the CUPE Local 5167 Office Staff.</p>
<p><b>25.13</b> <b>Candidate Use of Local Resources</b></p>	<p>No member seeking election or re-election to an Executive Board position shall use any of the following for campaign purposes: Facebook, twitter, etc. Any member that abuses this access shall be immediately disqualified from running in the election or re-election.</p>
<p><b>25.14</b> <b>Campaign Material Approval</b></p>	<p>All campaign material (such as posters, flyers, website content, etc.) must be submitted to the Election committee within two weeks of the nomination for approval by the election committee prior to distribution or posting. Any items not initially approved must be submitted to the committee and approved prior to distribution/sharing.</p>
<p><b>25.15</b> <b>Posters</b></p>	<p>Any candidate seeking election to the Executive Board may request to have their posters printed in black ink by the union. The candidate shall be provided with a list of available paper colours to choose from. Candidates may also opt to purchase their own paper or print at their own expense. A candidate who has their poster printed outside of CUPE Local 5167 will be responsible for all costs. All candidates are responsible for preparing their own artwork and text for posters.</p>

	Any candidate who has their posters printed at a location other than the union office, must conform to all union standards and timelines as set out by the election committee.
<b>25.16 Social Media</b>	All candidates using campaign material or campaigning using social media must follow all rules as laid out by the election committee.  Postings are to be respectful and follow the CUPE National Equality Statement.  Candidates posting offensive material will be asked to alter or remove the offending material.
<b>25.17 Campaigning on Union Leave Time</b>	Each candidate has the right to campaign. When the candidate is on a union paid leave, they will have their wage adjusted accordingly.  These candidates shall be allowed to use available vacation time or lieu time to compensate for the unpaid time. Each candidate will report their time off, vacation and lieu entitlement (and balances) to the election committee and President.
<b>25.18 Election Complaint</b>	<ul style="list-style-type: none"> <li>i. Any member or candidate that has a complaint is to email the elections committee noting they are making a complaint, note the election, and details regarding the issues and potential respondents of such complaint within 72 hours of the occurrence given rise to the complaint.</li> <li>ii. The elections committee is to respond within 48 hours they have received the complaint.</li> <li>iii. The elections committee is to meet when possible with the complainant and respondent, otherwise</li> </ul>

	<p>have a conference call to ascertain the details of the complaint.</p> <p>iv. The elections committee will issue a response in writing to complainant and respondent within 2 weeks of complaint or after meeting with the complainant and respondent.</p>
<p><b>25.19</b> <b>Candidates Results</b></p>	<p>i. The Election Committee will contact each candidate to advise them of the results of the election for the position they ran for.</p> <p>ii. At the time of results notification, individual candidates may request the total number of votes they received as well as the count for the other candidates running for the same position</p> <p>iii. The Election Committee will notify Staff and direct a candidates results posting.</p> <p>iv. The Executive Administrator will post via the website and social media.</p>
<p><b>25.20</b> <b>Installation of Officers</b></p>	<p>Elected Executive shall be installed at the June General Membership.</p> <p>Elected Executive shall continue in office until such time a successor has been duly elected and installed.</p>
<p><b>25.21</b> <b>Election Committee Report</b></p>	<p>A final report will be presented at the July General Membership Meeting.</p> <p>The Election committee report shall include (but not be limited to):</p> <p>i. The number of ballots cast</p> <p>ii. The number of voters from each unit</p> <p>iii. Any complaints received</p> <p>iv. Any issues identified</p>

	<ul style="list-style-type: none"> <li>v. Any suggestions moving forward</li> <li>vi. After the report is presented to the membership, the information will be posted on the website.</li> </ul>
<b>Article 26. By-Elections</b>	
<b>26.1 Permanent Vacancies</b>	Should an Executive position become permanently vacant a by-election shall be conducted to fill the vacancy.
<b>26.2 Notice of Permanent Vacancy</b>	<ul style="list-style-type: none"> <li>i. Permanent vacancies will be circulated to the membership to allow for self nominations, followed by an election as per this article for the remainder of the term.</li> <li>ii. In the interim the Executive Board will appoint a replacement.</li> </ul>
<b>26.3 Temporary Vacancies</b>	<ul style="list-style-type: none"> <li>i. Temporary vacancies created by an extended leave of absence of two (2) months or greater will be filled according to this Article.</li> <li>ii. Should another temporary vacancy in the same position occur within the current term the successful candidate in the previous by-election or acclimation will be appointed to fill the vacancy.</li> </ul>
<b>26.4 Campaigning</b>	<p>To ensure a timely process any materials will be submitted to the President and 2 other Executives in consultation with National Staff Representatives to ensure the same standards and practice outlined in article 25 Campaigning have been met.</p> <p>In the event it is the President position, all materials will be submitted to the Executive Administrator to be</p>

	<p>reviewed with 2 other Executives in consultation with National Staff Representatives to ensure the same standards and practice outlined in article 25 Campaigning have been met.</p> <p>The candidate will have a minimum of a 2-week period between nomination and election to campaign.</p>
<p><b>26.5</b> <b>By-Election will be held online</b></p>	<p>The Executive Administrator will set up the online election based on the eligible voters that register.</p> <p>In the event the position is the Executive Administrator, the duty is delegated to the President who may contact the online voting provider for assistance if required.</p>
<p><b>Article 27. Strike Vote</b></p>	
<p><b>27.1</b> <b>Information Meeting</b></p>	<ul style="list-style-type: none"> <li>i. An information meeting for members shall be held prior to the taking of any strike vote.</li> <li>ii. Advance notice of the information meeting for the members shall be given at least 48 hours prior to the meeting.</li> <li>iii. Notices shall be posted in the workplace, on the union bulletin board and the website.</li> </ul>
<p><b>27.2</b> <b>Voting</b></p>	<p>Voting on strike action shall take place at least 48 hours after the information meeting for the members.</p> <p>Online voting will be set up by the Executive Administrator.</p> <p>A simple majority (more than 50%) of the ballots cast shall constitute approval of strike action.</p>

	<p>The Executive Administrator will inform the membership of the results by a special bulletin on the website within 24 hours of the conclusion of the voting.</p>
<p><b>Article 28. Ratification Voting Procedures</b></p>	
<p><b>28.1</b> <b>Online Secret Ballot</b></p>	<p>Ratification procedures shall comply with the Ontario Labour Relations Act that requires all ratification votes to be conducted by online secret ballot. A minimum of 48 hours shall be allotted to review the contents of the Memorandum of Agreement.</p>
<p><b>28.2</b> <b>Advance Notice</b></p>	<p>Advance notice of the information meeting for the members shall be given at least 48 hours prior to the meeting.</p> <p>Notices shall be posted in the workplace on the Union bulletin board and the website within 24 hours..</p>
<p><b>28.3</b> <b>Review with Stewards</b></p>	<p>The Negotiating Committee shall, where possible, review the Memorandum of Agreement with the Executive Board and the stewards of the unit prior to the information meeting</p>
<p><b>28.4</b> <b>Hard Copies</b></p>	<p>Hard copies of the amendments or amendment summaries to the collective agreement will be distributed at the information meeting for the members and will be made available at the union office after the information meeting.</p>

<p><b>28.5</b></p> <p><b>Voting</b></p>	<p>Voting on the contract shall take place at least 48 hours after the information meeting for the members.</p> <p>Online voting will be set up by the Executive Administrator.</p> <p>All contract amendments shall be ratified by a simple majority (more than 50%).</p>
<p><b>28.6</b></p> <p><b>Results</b></p>	<p>Results of the ratification vote shall be given to the Unit Vice President and President.</p> <p>The Executive Administrator will inform the membership of the results by a special bulletin on the website within 24 hours of the conclusion of the voting.</p>
<p><b>Financials</b></p>	
<p><b>Article 29. Affiliations</b></p>	
<p><b>29.1</b></p> <p><b>Affiliates</b></p>	<p>The Local shall be affiliated to the following:</p> <ul style="list-style-type: none"> <li>• CUPE Ontario Division</li> <li>• Ontario Federation of Labour</li> <li>• Hamilton &amp; District Labour Council</li> </ul>
<p><b>29.2</b></p> <p><b>Worker’s Arts and Heritage</b></p>	<p>The Local shall be a member of the Ontario Workers' Arts and Heritage Centre.</p>
<p><b>29.3</b></p> <p><b>HDLC Delegates</b></p>	<p>The Local shall hold elections every two years for delegates the Hamilton District Labour Council. The nominations and elections for delegates will take place</p>



	at the January Membership Meeting in even numbered years.
<b>Article 30. Union Dues</b>	
<b>30.1 Dues Check-Off</b>	A payroll check-off is compulsory for all employees covered by the Local's Collective Agreements. The information contained on the payroll check-off shall prevail where questions arise.
<b>30.2 Membership Initiation Fee</b>	Membership initiation fee as a member of good standing will be the minimum as set out in the CUPE National Constitution.
<b>30.3 Arrears and Reinstatement</b>	<p>Any member in arrears for a period of three (3) months shall be suspended and shall be reported to the Executive Board by the Treasurer.</p> <p>Any member under suspension wishing to be reinstated shall upon application pay a reinstatement fee of the minimum set out in the CUPE National Constitution, plus any dues and assessments in arrears.</p> <p>This money will be returned if application for reinstatement is refused. If a member has been unemployed or unable to work because of sickness, such member shall not be required to pay arrears of dues or the reinstatement fee.</p>
<b>30.4 Dues</b>	The dues shall be established by a majority vote of the membership present at a General Membership Meeting,

	provided that a Notice of Motion of such resolution was duly registered as per these Bylaws.
<b>30.5 Per Capita Increases</b>	Notwithstanding the previous article, should the per capita amount payable to the National Union or any affiliate be increased, the dues of every member shall be automatically increased by the same amount.
<b>30.6 Regular Earnings</b>	CUPE Local 5167 will deduct union dues from all members on their gross regular earnings only.
<b>Article 31. Defence Fund</b>	
<b>31.1 Defence Fund Use</b>	CUPE 5167 will have a Defense Fund to be used to defend its members during contract negotiations, arbitrations or from any other attack on the Local's members or their jobs. This also includes (but is not limited to) advertising campaigns.
<b>31.2 Levy</b>	The Defense fund will be funded by a levy of \$2.00 per week from all members including students.
<b>31.3 Income Support</b>	The Defense Fund will provide income support for its members during a strike or lockout as per the Strike Policy.
<b>31.4 Accounts and Signatory</b>	The Defense Fund moneys shall be held in a separate account and shall require the signatures of two of the following: President, Vice President, Treasurer and Executive Administrator for any transfers, payments or withdrawals.

<b>31.5 Reporting</b>	The Treasurer shall report the updated status of the Fund to the members every 3 months.
<b>31.6 Earnings</b>	Earnings from interest or investments originating from the Defense Fund will accrue in the Defense Fund.
<b>Article 32. Voting of Funds</b>	
<b>32.1 Expense Approval</b>	Expenses or payments more than \$1000.00 for services, items or donations will be presented to and approved by the membership. This does not include ordinary operating expenses, items covered in the approved budget, regular bills, and emergency repairs/replacements.
<b>32.2 Campaign Approval</b>	<p>Anytime a member or Executive member put forth a motion for approval for funds for a campaign they will have the following information provided with the motion to membership, when possible they will submit to the Executive first:</p> <ul style="list-style-type: none"> <li>• Campaign Scope</li> <li>• Time frame of Campaign</li> <li>• (Time frame is to be no longer than 2 years; then to resubmit a new request if required)</li> <li>• Campaign Lead and proposed size of team</li> <li>• Outline of approximate budget (leave of absences, materials, etc.)</li> <li>• Intent to apply to CUPE for a cost share or not</li> </ul>

	<ul style="list-style-type: none"> <li>• A monthly report will be made to GMM and will be a standing item under unfinished business while the campaign is active</li> <li>• The Campaign Lead will post a call for a <b>Campaign Action Ad Hoc Committee</b> from the appropriate scope of membership. (For clarity: if the campaign is all of membership or a specific unit or work group)</li> </ul>
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## Bylaws

### Article 33. Amendments to the Bylaws

<b>33.1 Amendments</b>	These By-laws shall not be altered, suspended, or amended unless a Notice of Motion has been duly registered, and shall require a two-thirds (2/3)-majority vote of the members present at a membership meeting.
<b>33.2 Effective Date</b>	Amendments or additions to these By-laws shall become effective after approval as per the Constitution of the Canadian Union of Public Employees.
<b>33.3 Notice of Motion</b>	<p>A Notice of Motion specifying the proposed amendment(s) shall be read, but not debated at the Membership Meeting preceding the meeting at which said amendment(s) will be dealt with.</p> <p>The Notice of Motion shall be in writing with the signature of both the mover and seconder and shall be delivered into the hands of the Executive Administrator.</p>
<b>33.4</b>	After the Notice of Motion has been read as per 36.3 it shall be submitted to the By-law Committee for its

<p><b>Review</b></p>	<p>review and recommendation. The committee shall consult with the mover and seconder of the Notice of Motion to develop the best language possible and to address the motion in a timely manner. The said amendment(s) and the recommendations of the committee shall then be posted on the Union Notice Boards in the work locations.</p>
<p><b>Article 34. Dissolution</b></p>	
<p><b>34.1 Continued Existence</b></p>	<p>The Local shall not be dissolved while there are twelve (12) members, in good standing, who desire to continue its existence.</p>
<p><b>34.2 Funds</b></p>	<p>The funds of the Local shall not be divided among individual members and shall be utilized for valid union purposes.</p>
<p><b>34.3 Dissolution</b></p>	<p>Upon dissolution of the Local, all its properties and assets, including books, records and funds remaining in the Treasury after all legitimate debts have been paid, shall become the property of the Canadian Union of Public Employees. This does not include funds set up by the Local for pensions, superannuation or purposes outside the general routine business of the Local.</p>