

CUPE LOCAL 1600

BYLAWS

Approved by Membership: 2024-10-02

Approved by CUPE National: 2024-10-08

TABLE OF CONTENTS

INTRODUCTION	3
SECTION 1 – NAME	3
SECTION 2 – PRINCIPLES AND OBJECTIVES	3
SECTION 3 – MEMBERSHIP	4
SECTION 4 – AFFILIATIONS	5
SECTION 5 – MEMBERSHIP MEETINGS	5
SECTION 6 – OFFICERS	6
SECTION 7 – DUTIES OF OFFICERS	7
SECTION 8 – NOMINATIONS, ELECTIONS, AND INSTALLATION OF OFFICERS	13
SECTION 9 – FEES, DUES, AND ASSESSMENTS	17
SECTION 10 – EXPENDITURES	17
SECTION 11 – DELEGATES TO CONFERENCES, CONVENTIONS, AND EDUCATIONALS	20
SECTION 12 – COMMITTEES	21
SECTION 13 – STRIKE VOTE AND STRIKE DUTIES	26
SECTION 14 – COMPLAINTS AND TRIALS	27
SECTION 15 – RULES OF ORDER	27
SECTION 16 – BYLAW AMENDMENTS AND ALTERATIONS	27
SECTION 17 – VOTING ON FUNDS	28
APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT	29
APPENDIX B – CODE OF CONDUCT	30
APPENDIX C – RULES OF ORDER	32
APPENDIX D – LAND ACKNOWLEDGEMENT	35

INTRODUCTION

Local 1600 of the Canadian Union of Public Employees has been formed to:

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

The following bylaws are adopted by Local 1600 in accordance with the CUPE National Constitution (Articles 12.3 and Appendix B), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

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

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

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 1600 (Toronto Zoo Employees).

Local 1600 consists of the following bargaining units:

Main Bargaining Unit and Control Unit.

SECTION 2 – PRINCIPLES AND OBJECTIVES

The objectives of Local 1600 are to:

1. Secure the best possible pay, benefits, working conditions, job security, pensions, and retiree benefits for its members;
2. Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
3. Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;

4. Promote equality and eliminate any kind of harassment and discrimination; to promote equal treatment of everyone regardless of class/economic status, race, colour, nationality, place of origin, ethnic origin, ancestry, language, citizenship, creed, religious beliefs, age, sex, sexual orientation, gender identity, gender expression, marital status, family status, genetic characteristics, or mental or physical disability, and record of offences; and to actively oppose discrimination on any of these grounds;
5. Establish strong working relationships with the public we serve and the communities in which we work and live; and
6. Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 1600 can apply for membership in Local 1600.

(b) Oath of Membership

New members will take this oath:

“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.”

(c) Continuation of Membership

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

(d) Member Obligations

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

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

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

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

SECTION 4 – AFFILIATIONS

In order to strengthen the labour movement and work towards common goals and objectives, Local 1600 shall be affiliated to and pay per capita to the following organization(s):

- CUPE Ontario

SECTION 5 – MEMBERSHIP MEETINGS

(a) Regular Membership Meetings

Regular membership meetings shall be held on a rotating basis from the first (1st) Monday of the month to the first (1st) Thursday of the month, so that the meeting is not held on the same weekday consecutively.

When a statutory holiday or a situation beyond the control of Local 1600 arises, which causes the cancellation of a regular membership meeting or a change in date and/or time, the Executive Committee shall reschedule the regular membership meeting and will give members at least seven (7) days' notice of the date, time, and location of the rescheduled regular membership meeting.

The Local Union may hold membership meetings in person and/or virtually. Where virtual or hybrid meetings are held, all voting will be conducted electronically provided secrecy can be maintained, where mandated.

(b) Special Membership Meetings

Special membership meetings of Local 1600 may be required and shall be called by the Executive Committee or upon written request of a minimum of fifteen (15) members. The Recording Secretary shall immediately notify the membership of the date, time, location, and reason for said meeting. Such notice will be provided to members at least forty-eight (48) hours in advance of the meeting. No business shall be transacted at the special membership meeting other than that for which the meeting is called and notice is given.

(c) Quorum

The minimum number of members required to be in attendance for the transaction of business at any regular or special membership meeting shall be nine (9) members in good standing, including at least three (3) members of the Executive Committee.

(d) Membership Meeting Agenda

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

1. Call to Order
2. Roll Call of Officers
3. Land Acknowledgement
4. Reading of the Equality Statement
5. Voting on New Members and Initiation
6. Approval of the Agenda
7. Reading and Acceptance of the Minutes of Previous Meeting
8. Matters Arising from the Minutes
9. Secretary-Treasurer's Report
10. Communications
11. Executive Committee Reports
12. Reports of Committees and Delegates
13. Nominations, Elections, and/or Installations
14. Unfinished Business
15. New Business
16. Good of the Union
17. Adjournment

(e) Executive Committee Meetings

Executive Committee meetings shall be held monthly, prior to and as near as possible to the regular membership meeting. The dates are to be determined by the Executive Committee. The Executive Committee shall meet a minimum of eight (8) times per year.

A majority of the Executive Committee membership shall constitute a quorum, provided that at least one (1) of the President and/or Vice President – Labour Relations are present.

SECTION 6 – OFFICERS

(a) The Executive Committee of Local 1600 shall consist of the following officers:

- President
- Vice President – Labour Relations
- Vice President – Health & Safety
- Recording Secretary
- Secretary-Treasurer

- Lead Steward
- (b) Other officers of the Local Union shall be:
- Three (3) Trustees
 - Seven (7) Stewards
- (c) The Executive Board of Local 1600 shall consist of the Executive Committee and Stewards.
- (d) Committee Chairpersons shall be entitled to attend Executive Committee meetings and have a voice, but shall not be entitled to vote on motions entertained.
- (e) In urgent matters, the President or acting President may, after consulting with all available Executive Committee members, act on behalf of Local 1600.

SECTION 7 – DUTIES OF OFFICERS

Each Officer of Local 1600 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

At the end of their term in office, all Officers must return all Local 1600 properties, assets, funds, and records to the Local Union and participate in the on-boarding of their successors.

All Officers of Local 1600 with signing authority shall be bonded through the master bond held by CUPE National. Any Officer with signing authority who cannot qualify for the bond shall be disqualified from office.

The Executive Committee Officers shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey or encumber any real estate without first (1st) giving notice and then submitting the proposal to a membership meeting and having such proposal approved.

Should any Executive Committee member or Steward fail to answer roll-call for three (3) consecutive regular membership meetings or three (3) consecutive Executive Committee meetings without submitting good reason for the absences, their office shall be declared vacant and filled by an election at the following regular membership meeting.

(a) President

The President shall:

- Be responsible, in conjunction with the Executive Committee, for the smooth and efficient operation of the Local;
- Enforce the CUPE National Constitution, these Local 1600 bylaws, and the Equality Statement;
- Interpret the Local 1600 bylaws as required;

- Preside at all membership and Executive Committee meetings and preserve order;
- Report to the membership at each regular membership meeting regarding the actions of the Executive Committee;
- See that all officers perform their respective duties;
- Decide all points of order and procedure, subject always to appeal to the Membership, but shall not vote on such appeal;
- Have the same right to vote as other members, except on appeals against their ruling. In the case of a tie vote on any matter, including elections, the President shall cast a vote or refrain from casting a vote, in which case the motion is defeated;
- Announce the results of all votes;
- Appoint all members to fill Committee vacancies where elections are not otherwise provided for and be ex-officio a member of all Committees;
- Enforce all fines and penalties;
- Sign all authorizations, contracts, and other official documents relevant to the operation of the Local Union;
- Hold signing authority for Local 1600 to ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the Membership. At no time shall the President sign a cheque that is made out to the President;
- Recommend necessary and reasonable funds to reimburse any Officer for expenses incurred on behalf of Local 1600. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached;
- Introduce new members and conduct them through the initiation ceremony;
- Act as the Chairperson of the Negotiating Committee;
- Act as the spokesperson for the Local Union;
- Have first (1st) preference as a delegate to all conventions, conferences, events and educationals;
- Perform other duties as required by the CUPE National Constitution, the Local Union and its bylaws.

(b) Vice-President – Labour Relations

The Vice-President – Labour Relations shall:

- In the absence of the President, or in such instances where the President is not eligible, perform all duties pertaining to the office of the President;
- In the case of a vacancy in the office of the President, preside as Acting President until the Local elects a President to fill the vacancy;
- Be responsible for reporting to the Executive Committee and membership on labour relations issues;
- Shall chair the Labour Management Committee;
- Render assistance as required by the President and/or Executive Committee;
- Hold signing authority for Local 1600 to ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution,

Local Union bylaws, or vote of the membership. At no time shall the Vice-President – Labour Relations sign a cheque that is made out to the Vice-President – Labour Relations;

- Sign cheques in the absence of the President or the Secretary-Treasurer;
- Attend relevant training and development meetings and/or workshops to maintain competence in the event of changes to provincial legislation; and
- Perform other such duties as required by the CUPE National Constitution, the Local Union and its bylaws.

(c) Vice President – Health & Safety

The Vice-President – Health & Safety shall:

- During the vacancy or absence of the Vice President – Labour Relations, perform all duties of the Vice-President – Labour Relations;
- During the vacancy or absence of the President, perform all duties of the Vice-President – Labour Relations;
- In the case of vacancy or absence in the office of the President and Vice-President – Labour Relations, preside as Acting President and perform the duties of the Vice-President – Labour Relations until the Local elects a new President and Vice-President – Labour Relations to fill the vacancies;
- Be responsible for reporting to the Executive Committee and membership on health and safety issues;
- Render assistance as required by the President and/or Executive Committee;
- Hold signing authority for Local 1600 to ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the membership. At no time shall the Vice-President – Health & Safety sign a cheque that is made out to the Vice-President – Health & Safety;
- Sign cheques in the absence of the President or the Secretary-Treasurer or Vice-President – Labour Relations;
- Chair the Health & Safety Committee;
- Attend relevant training and development meetings and/or workshops to maintain competence in the event of changes to provincial legislation;
- Under the guidance of the President, answer all questions concerning matters relating to worker's compensation (WSIB);
- Under the direction of the President, represent members on any Committee involved with dealing with workers;
- Shall take the WSIB Level 1 course within six (6) months of election. Must help any member with a WSIB issue and cannot refuse to help a member. Make a report to the Executive Committee at an Executive Committee meeting every six (6) months; and
- Perform other such duties as required by the CUPE National Constitution, the Local Union and its bylaws.

(d) Recording Secretary

The Recording Secretary shall:

- Keep a full, accurate and impartial account of the proceedings of all regular or special membership and Executive Committee meetings. These records must also include copies of the full financial reports presented by the Secretary-Treasurer at Executive Committee meetings or the written financial reports as presented at membership meetings. The record will also include the Trustee reports. These records will be kept in the Local Union office and will be digitized for proper record keeping;
- Prepare the agenda for membership meetings;
- Record all motions with the movers' and seconders' names in the minutes;
- File all correspondence and fulfil all administrative duties required for the operation of Local 1600 as directed by the Executive Committee;
- Prepare and distribute all notices to members about membership meeting information and any other member communications;
- Maintain accurate and up-to-date records of all Local 1600 members, including membership lists (with names, addresses, phone numbers, email address, job classifications, seniority dates, etc.) and all other records which the Executive Committee or membership deem to be necessary. All such records must be maintained in a secure manner;
- Process and distribute membership cards;
- Prior to each Membership meeting, provide the President with a list of all members who have not been initiated yet;
- Provide the Secretary-Treasurer with a monthly report of the membership;
- Maintain the Local Union's files in a manner that allows them to be readily accessible to the Executive Committee at all times;
- Have all records ready on reasonable notice for the Trustees and/or auditors;
- Render assistance as required by the President and/or Executive Committee;
- Perform other such duties required by the CUPE National Constitution, the Local Union and its bylaws.

(e) Secretary-Treasurer

The Secretary-Treasurer shall:

- Be responsible for keeping all financial accounts of the Local Union and for maintaining correct and proper accounts of all its members. This shall include maintaining, organizing, and safe-guarding all supporting documents, authorizations, invoices, expense claims, and/or receipts for every disbursement made, as well as records and supporting documents for all revenue received by the Local Union.
- Receive all revenue, keep a record of each member's payments, and deposit promptly all money with a bank or credit union;

- Prepare the Local Union's annual budget which, upon approval of the draft budget by the Executive Committee, shall be voted on by membership at the last regular membership meeting of the calendar year;
- Hold signing authority for Local 1600 to ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the membership. At no time shall the Secretary-Treasurer sign a cheque that is made out to the Secretary-Treasurer. In consultation with the Executive Committee, designate a primary alternate signing officer during prolonged absences;
- Be bonded through the master bond held by CUPE National and if not qualified for bond shall be disqualified from office;
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitutional, local bylaws or vote of the membership. In consultation with the Executive Committee, designate a signing officer during prolonged absences;
- Ensure that all CUPE per capita tax is paid monthly by direct remittance or, where per capita is not paid by direct remittance, prepare all per capita forms and remit payment no later than the last day of the following month as per Article B.3.8 of the CUPE National Constitution;
- Record all financial transactions in a manner acceptable to the Executive Committee and in accordance with good accounting practices;
- Pay no money unless supported by an expense claim signed by two (2) members of the Executive Committee with signing authority. No request shall be required for the payment of per capita fees to any organization to which Local 1600 is affiliated;
- Where required, not later than the last day of February each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax deductible dues paid by them during the preceding year;
- Make a full financial report to the monthly Executive Committee meeting;
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period and a reconciliation of all of the Local Union's bank accounts;
- Make all books and records available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees as per Article 3.12 of the CUPE National Constitution;
- Take the CUPE Financial Officers course within six (6) months of election;
- Report to the Executive Committee all members who are two (2) or more months in arrears in the payment of union dues and/or assessments;
- Render assistance as required by the President and/or Executive Committee; and
- Perform other such duties required by the CUPE National Constitution, the Local Union and its bylaws.

(f) Lead Steward

The Lead Steward shall:

- Chair Steward meetings held monthly;
- Coordinate the training and activities of the Stewards and provide training, guidance, and assistance as required;
- Chair all Grievance Committee meetings;
- Be responsible for overseeing the handling and processing of all grievances and other related actions undertaken by the Local Union and/or its members to enforce the Collective Agreement;
- Keep a record of all grievances filed and/or concluded during their term in office;
- Render assistance as required by the President and/or Executive Committee;
- Prepare a status report on all grievances at each Executive Committee meeting; and
- Perform other such duties as required by the CUPE National Constitution, the Local Union and its bylaws.

(g) Trustees

The Trustees shall:

- Act as an auditing committee on behalf of the membership and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Committees at least once per year;
- Be responsible to ensure that monies have not been paid out without proper constitutional, bylaw, or membership authorization;
- Ensure that proper financial reports have been given to the membership;
- Inspect at least once (1x) a year any stocks, bond, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership;
- Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records and accounts are being maintained by the Secretary-Treasurer and Recording Secretary in an organized, correct and proper manner;
- Make a written report of their findings to the first (1st) membership meeting following completion of each audit;
- In accordance with the provisions of the CUPE National Constitution and using the documents supplied by CUPE National, send all required completed audit documents to the National Secretary-Treasurer, with copies to the Executive Committee and the Local's assigned CUPE National Representative by the date defined by CUPE National;
- Take the CUPE Financial Officers course within six (6) months of election; and

- Hold their position for a three (3) year term.

(h) Stewards

The Stewards, under the guidance of the Lead Steward, shall:

- Provide assistance to the membership, including answer all questions pertaining to the Collective Agreement and encouraging members to become active in the Local Union;
- Act as representatives of the Local Union to the members;
- Serve as the liaison between the members they represent and the Lead Steward, and where applicable the Executive Committee;
- Investigate and process all grievances at Step 1 of the Grievance Procedure as per the Collective Agreement for the members;
- Provide representation to members at meetings with the Employer as necessary and fully document each meeting;
- Should the grievance fail to be resolved at Step 1 of the Grievance Procedure, obtain said grievance in writing, adjust if necessary, and provide to the Lead Steward for further processing by the Executive Committee;
- Meet every other month at the call of the Lead Steward;
- Render any other assistance as required by the Lead Steward, and/or Executive Committee;
- Attend at least one (1) CUPE Stewarding course;
- Perform other such duties required by the CUPE National Constitution, the Local Union and its bylaws.

SECTION 8 – NOMINATIONS, ELECTIONS AND INSTALLATION OF OFFICERS

(a) Nominations

1. Nominations shall be received biennially on even years at the regular membership meeting held in the month of November for the following positions:
 - President
 - Vice-President – Labour Relations
 - Vice President – Health & Safety
 - Recording Secretary
 - Secretary-Treasurer
 - Lead Steward
 - Seven (7) Stewards
 - One (1) Trustee
 - Chairpersons for the Standing Committees, excluding the Joint Health & Safety Committee
2. Nominations for the Trustee positions shall take place annually at the regular membership meeting held in November. Each Trustee shall serve a three (3) year term with terms expiring on a rotational basis. The Trustee election shall only be for the single position whose term has expired. The other Trustees shall

complete the remaining years of their terms before their positions require an election. No member who has been a Signing Officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.

3. Nominations for the Joint Health & Safety Committee shall take place annually at the regular membership meeting held in November. Each Health & Safety Committee representative will serve a two (2) year term expiring on a rotational basis to preserve overlapping terms. For clarity, half of the Committee will be up for election in any given year.
4. Nominations for the Negotiating Committee shall be received in the year prior to negotiations at the regular membership meetings held in the month of June for the Negotiating Committee positions as stated in Section 12.
5. Any member in good standing of the Local Union at the time of the nominations may be elected to the office of Trustee so long as the member is not an Executive Committee Officer.
6. Nominations will be accepted from members in attendance at the nomination meeting or from those members who, with their consent, have allowed their name to be filed in writing at the meeting, witnessed by another member. Any member in good standing shall have the right to nominate any member in good standing for any position they are eligible for.
7. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
8. A member may accept a nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
9. The Chair shall call for nominations for each position and after hearing no further nominations, the Chair shall declare nominations closed for that position. Upon the closing of nominations, the Chair shall ask each of the nominees if they will stand for election.
10. Where only one (1) nomination is received for an Executive Board position, and the member accepts nomination, they shall be declared elected by acclamation. Where more than one (1) nomination is received, an election for that position shall be conducted at the December General Membership Meeting.

11. Oath of Nomination

A candidate who accepts nomination for election must clearly communicate or affirm this oath:

"I promise to support and comply with the Constitution, goals, principles, and policies of the Canadian Union of Public Employees."

(b) Elections

1. At a regular membership meeting at least one (1) month prior to Election Day the President shall, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and two (2) assistants. The Committee shall include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The CUPE National Representative assigned to the Local Union shall serve as an advisor to the Committee when requested by the Local Union.
2. The Elections Committee shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
3. The Returning Officer shall be responsible for issuing, collecting and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic. Each candidate may nominate a scrutineer to oversee the counting of the ballots.
4. The voting shall take place biennially at the regular membership meeting held in December, or at the next Regular Membership Meeting. The vote shall be by secret ballot.
5. Voting to fill one (1) office shall be conducted and completed and recounts, if necessary, dealt with before balloting may begin to fill another office.
6. A majority of votes cast shall be required before any candidate can be declared elected, and second (2nd) and subsequent ballots shall be taken if deemed necessary, to obtain a majority. On the second (2nd) and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot shall be dropped.
7. In the event of a tie vote, a second (2nd) and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
8. When two (2) or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
9. Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least ten percent (10%) of the membership.
10. All elections complaints by members will be submitted in writing to the Chairperson as soon as possible, but in no circumstances will a complaint be valid if it is filed later than seven (7) days after the election. The Chairperson, in

conjunction with the Elections Committee, will investigate the complaint and issue a ruling as soon as practical and report the ruling at the next regular membership meeting.

11. No candidate may be elected to more than one (1) Officer position at one (1) time.
12. When positions remain unfilled subsequent to Elections, they shall be filled when possible in accordance with Section 8.

(c) Installation of Officers

1. All duly elected Officers shall be installed on January 1 and shall continue in office for the length of their term, or until a successor has been elected and installed, provided, however, that no term of office shall be less than one (1) year or longer than three (3) years.
2. The term of office for Trustees shall be so that one (1) serves a period of three (3) years, one (1) for two (2) years and one (1) for one (1) year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one (1) Trustee for a three (3) year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.
3. Oath of Office

A candidate who is elected to office must clearly communicate or affirm this oath:

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

(d) By-elections

Should an office fall vacant for any reason, the resulting by-election shall be conducted as closely as possible in conformity with this section. In no case shall the interval between nominations and elections be less than one (1) calendar week, except where the election of one (1) position creates a vacant position, in which case nominations and elections may be carried out at the same meeting.

SECTION 9 – FEES, DUES, AND ASSESSMENTS

(a) Monthly Dues

The dues for members shall be one and one quarter percent (1.25%) of gross wages, excluding overtime and any premiums paid, per member per month. When the per capita dues are increased by a CUPE National convention vote then the above dues amount shall be increased by the same amount.

(b) Amending Monthly Dues

Any changes in the amount of the monthly dues, or the levying of any special assessment can be affected only by following the procedure for amendment of these bylaws.

(c) Special Assessments

Special assessments may be levied in accordance with the CUPE National Constitution. Where the Executive Committee believes a special assessment is required, it shall give its reasons to, and obtain approval from a membership meeting. Special 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 CUPE National President approves the assessment.

The funds obtained from such special assessment shall be used only for the purpose(s) of the assessment.

(d) Non-Payment of Dues and Assessments

A member with who fails to pay dues and assessments for three (3) months is automatically suspended from membership.

This suspension will be reported to the Executive Committee by the Secretary-Treasurer. The suspended member may return to the membership in good standing by paying any dues or assessments in arrears, and any other penalty set by the Local Union.

SECTION 10 – EXPENDITURES

(a) Payment of Local Union Funds

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

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;

- When the Executive Committee approves the expenditure for emergency purposes, it shall not exceed \$1,000.00 and it shall require a majority vote of the Executive Committee and be reported to the membership at the next regular membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(b) Payment of Per Capita Tax and Affiliation Fees

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

(c) Payment of Local Union Funds to Members or Causes Outside of CUPE

In the case of a grant or contribution to a member(s) or a cause(s) outside of CUPE, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven (7) days after the meeting where notice of motion has been given.

No Officer or member of Local 1600 will be allowed to spend any Local Union funds without having received authorization under Section 10 of these bylaws.

(d) Out-of-Pocket Expenses

No member is expected to be out-of-pocket for any expenses incurred on behalf of Local 1600. Participation by Executive members, Officers, and/or members doing activities that pertain to committee work or legitimate meetings, shall be allowed reimbursement for valid expenses. Such expenses must be recognized as legitimate by Local 1600 Secretary-Treasurer, President, Vice-President – Labour Relations, and/or Vice-President – Health & Safety. Alcoholic beverages are not a legitimate expense, and the Local Union will not reimburse.

It is the responsibility of the Officer or member to submit an expense reimbursement claim to the Secretary-Treasurer in order to be reimbursed for the out-of-pocket expenses defined in this Section.

(e) Honorariums

In recognition of the service and time, each member of the positions listed below will be issued an honorarium to acknowledge them. Each Officer will receive the following:

- | | |
|-------------------------------------|--------------------|
| • President | \$200.00 per month |
| • Vice-President – Labour Relations | \$150.00 per month |
| • Vice President – Health & Safety | \$150.00 per month |
| • Recording Secretary | \$150.00 per month |
| • Secretary-Treasurer | \$150.00 per month |

- Lead Steward \$150.00 per month
- Stewards \$35.00 per month
- Trustees \$75.00 per audit

(f) Acting Pay

Whenever any non-executive member of the Local Union performs the duties of a Union Officer for a short-term duration (exceeding one (1) month), they shall receive the honorarium for the position they are filling.

(g) Conferences, Conventions and Educationals

All delegates to conferences, conventions, and applicable training educationals shall be reimbursed for:

- Transportation expenses (economy airfare, train, public transportation, ride share, or mileage as per Canada Revenues Agency (CRA) rates, and parking) as approved by the Secretary-Treasurer prior to the event;
- Meals up to one hundred dollars (\$100.00) per day for out of town (outside Greater Toronto Area) and fifty dollars (\$50.00) per day for in town (Greater Toronto Area) with receipts but not to include alcoholic beverages; and
- Hotel accommodation for one (1) when the event is held outside the Greater Toronto Area. If the event is held within the Greater Toronto Area, the hotel expense must be approved by the President and Secretary-Treasurer.

(h) Grievance Expenses

All members conducting approved Union Business related to grievances that are for a timeframe of four (4) hours or greater shall be reimbursed for:

- Transportation expenses (train, public transportation, ride share, or mileage as per Canada Revenues Agency rates, and parking) when the meeting is held off-site; and
- Meals up to fifty dollars (\$50.00) per day with receipts, excluding alcoholic beverages.

(i) Negotiation Expenses

In order to fulfil the duties of being a member of the Negotiating Committee or Strike Support Committee, the following shall receive the following non-receipted honoraria upon ratification of a new Collective Agreement:

- Negotiating Committee Members \$300.00
- Bargaining/Strike Support Committee Chairperson \$200.00

Each member of the Negotiating Committee shall be given a per diem of fifty dollars (\$50.00) per day.

(j) Trustee Expenses

Trustees shall be compensated for any expenses incurred with receipts up to fifty (\$50.00) per day, excluding alcoholic beverages, during Trustee meetings.

(k) Cell Phones

Each Executive Committee member shall receive a monthly allowance of up to one hundred dollars (\$100.00) with proof of plan costs to cover expenses related to the use of the member's personal cellphone for Union business. The allowance paid shall not exceed the amount the Executive Committee member pays to their service provider. Receipts shall be submitted to the Secretary-Treasurer for approval of the allowance.

(l) Union Business

If a member requires time off work to do work for the Local Union ie: attend a course, conference, negotiations etc., that time off must be approved in writing by the President with written approval will be provided to the Secretary-Treasurer to verify when Union Business Time will be billed by the Employer.

(m) Outside Representation

No outside representation will be paid for by the Local for arbitrations or mediations as CUPE National provides us with representation.

(n) Expense Reimbursements

All expense reimbursement claims must be submitted to the Secretary-Treasurer within sixty (60) days of the expense. Any exceptions must be pre-approved in writing by the Secretary-Treasurer or President.

SECTION 11 – DELEGATES TO CONVENTIONS, CONFERENCES AND EDUCATIONALS

- (a) Except for the President's option (as per Section 7), or otherwise specified in the bylaws, all delegates to conventions, conferences, educationals, or other official representation shall be decided by the Executive Committee and approved or amended by the membership at the regular membership meetings.
- (b) Delegates to any council which Local 1600 is affiliated with shall be elected annually. An official reporter for these delegates shall be appointed annually by the President from amongst these delegates and shall be required to report at each regular membership meeting of the Local Union on proceedings at recent meetings of the Labour Councils.

SECTION 12 – COMMITTEES

(a) Executive Committee

1. The Executive Committee shall administer and carry out all work delegated to it by the Local Union, including taking such actions and rendering such decisions as may be necessary to carry out the decisions and instructions of the membership of the Local Union.
2. The Executive Committee shall enforce the CUPE National Constitution, the bylaws of the Local Union, and the provisions of all agreements between the Employer and the Employees, and shall coordinate CUPE National-Local 1600 affairs.
3. The Executive Committee shall be held responsible for the proper and effective functioning of all committees.
4. The Executive Committee shall receive, consider and report on all grievances as submitted by the members which must, in all cases, be in writing and signed by the complainant(s), as provided for in the Collective Agreement.
5. All correspondence shall be received and considered by the Executive Committee before being presented to the membership.

(b) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the Membership at a meeting. The members shall be elected at the same or another a membership meeting, or may, by specific authorization of the membership, be appointed by the President or Executive Committee.

1. Negotiating Committee:

- i. This special committee shall be established at least nine (9) months prior to the expiry of the Local Union's Collective Agreement.
- ii. The Negotiating Committee shall consist of the President as Chairperson, five (5) additional members from the Local Union's Main Bargaining Unit, and one (1) additional member from the Local Union's Control Unit as per the Collective Agreement, all of whom shall be elected by members of their Branches at a regular membership meeting, with recommendations from the Executive Committee being heard first. The six (6) additional members shall represent each of the following areas:
 - a. Wildlife Care
 - b. Facilities & Infrastructure
 - c. Strategic Communications & Guest Experience, Finance, Technology, Wildlife Conservancy

- d. Wildlife Health, Nutrition Science, Conservation Science, and any other classification not covered
 - e. Non-permanent
 - f. Control
- iii. Two (2) additional members shall be elected as alternates to sit on the Negotiating Committee in case of an emergency that prevents a member of the Negotiating Committee from fulfilling their duties.
- iv. The CUPE National Representative assigned to the Local Union shall be a non-voting member of the Negotiating Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.
- v. The Negotiating Committee, when in negotiations, shall report all proceedings to the Executive Committee and, where possible, to the membership. The Negotiating Committee shall endeavour to provide a copy of the proposed Collective Agreement to the members in advance of the ratification meeting.
- vi. Prior to the start of bargaining, members of the Negotiating Committee shall attend the relevant CUPE Bargaining Educationals (BARG series) if they have not taken it previously.

2. Bargaining/Strike Support Committee

At the November General Membership Meeting prior to the expiry of the Collective Agreement, the Executive Committee shall organize a Bargaining Support Committee.

In the event that a successful strike vote is held, the Bargaining Support Committee shall become the Strike Support Committee.

The membership shall elect a Chairperson for this Committee. In addition to the Chairperson, the Bargaining Support Committee shall consist of four (4) elected members of the membership. The election shall occur at a regular Membership Meeting. All members are welcome to participate in the Bargaining Support Committee.

The Bargaining Support Committee shall be responsible for:

- i. Holding regular meetings (at least once per month) to discuss bargaining mobilization-related concerns;
- ii. Organizing among the membership in support of the Local's aims in bargaining; and
- iii. Producing resource guides, forms, protocols, and procurement strategies that may be referred to by a Strike Support Committee.

Prior to the start of bargaining, members of the Bargaining/Strike Support Committee are encouraged to attend the relevant CUPE Bargaining Educationals (BARG series) if they have not taken it previously.

The Bargaining Support Committee members shall receive Union Business time off when requested in order to perform the duties of the Bargaining/Strike Support Committee.

(c) Standing Committees

The chairperson of each standing committee shall be elected by the members at a membership meeting. Standing committees will have a term of two (2) years or otherwise noted. The Chairperson and Executive Committee may, with the approval of the membership, jointly appoint other members to serve on the committee. Committees will provide written reports to each regular membership meeting.

The Chairperson for each Standing Committee must give monthly updates to the Executive Committee.

The following shall be considered Standing Committees of the Local Union:

1. Health and Safety
2. Education
3. Membership Support
4. Social
5. Bylaw
6. Grievance

1. Health and Safety Committee

This committee shall represent the Local Union on the Joint Health & Safety Committee (JHSC) and will:

- i. Work to educate members on the importance of workplace health and safety;
- ii. Participate on the Joint Health and Safety Committee at their workplace;
- iii. Ensure that the worker representatives on the JHSC meet separately from the employer to prepare for meetings with the employer;
- iv. Promote safe work procedures and environments so as to prevent illness or injury as a result of workplace factors;
- v. Immediately bring to the attention of the employer any workplace hazard that has the potential to cause member's illness or injury;
- vi. Work to eliminate all workplace hazards, be they physical, environmental, or social; and
- vii. Ensure that all provisions are followed as per the Collective Agreement.

The Health and Safety Committee shall consist of:

- Vice-President – Health & Safety who is the Chairperson
- Seven (7) additional elected members representing:
 - Two (2) Wildlife Care (Pavilions & Paddocks)

- Two (2) Facilities & Infrastructure
- One (1) Strategic Communications & Guest Experience, Finance, Technology, Wildlife Conservancy, and Control
- One (1) Nutrition Science, Wildlife Health, Conservation Science, and any other classification not covered
- One (1) Non-permanent

The Health and Safety Committee shall appoint its secretary from among its members.

Members shall be designated as a “Certified Worker Representative” in accordance with the legislation in their respective jurisdictions. Should any Health & Safety Committee member fail to answer roll-call for three (3) consecutive regular membership meetings without submitting good reason for the absences, the position shall be declared vacant and filled by an election at the following regular membership meeting.

2. Education Committee

This Committee will:

- i. Gather information about appropriate courses, the availability of courses, and make recommendations to the Local Union;
- ii. Assist delegates in the preparation of reports to the membership on conferences and workshops and maintain a reference file of these reports;
- iii. Cooperate with the National Representative in implementing both the Local Union’s and CUPE’s policies in these fields; and
- iv. Evaluate the needs of the Local Union, and if required, request, via their Executive liaison, CUPE host local specific workshops that may, or may not be, offered regularly on the CUPE workshop schedule.

The Education Committee shall consist of an elected chairperson and two (2) additional members. The Education Committee shall appoint its secretary from among its members.

3. Membership Support Committee

This Committee shall:

- i. Send a gift valued up to one hundred dollars (\$100.00) on behalf of the Local Union to a member who is ill or injured and is off work for one (1) month or more due to this illness or injury;
- ii. Arrange, through the Secretary-Treasurer, for any member in good standing who has been with Local 1600 for five (5) continuous years of service who retires or otherwise leaves the employment of the Toronto Zoo to receive from the Local Union a gift valued at ten dollars (\$10.00) for each full year of membership; and

- iii. Extend the Local Union's condolences in the event of a death of a member or the immediate family of a member and make any appropriate gesture in accordance with the wishes or customs of the family concerned, up to value of one hundred dollars (\$100.00).

The Membership Support Committee shall consist of an elected chairperson and one (1) additional member. Membership Support Committee shall appoint its secretary from among its members.

4. Social Committee

This Committee will:

- i. Arrange and conduct all social, cultural, and recreational events and activities of the Local Union, either on the Committee's own initiative or as a result of decisions taken at membership meetings. The Committee shall submit reports and proposals to the Executive Committee or to the membership prior to hosting an event/activity and as required thereafter;
- ii. A budget for the Committee will be fixed annually by the membership, but, other than that, all social, cultural, and recreational events and activities shall be self-supporting; and
- iii. Be responsible for hosting at least one (1) solidarity building event per calendar year.

The Social Committee shall consist of an elected Chairperson and two (2) additional members. A secretary appointed from amongst its members will have the additional duty of tracking all proposed expenses so that cost estimates can be presented to the Executive Committee and/or membership, along with any proposals for events/activities.

5. Bylaw Committee

This Committee will:

- i. Review the bylaws annually and make recommendations to the Executive Committee on proposed amendments;
- ii. Review any proposed amendments received from the Executive Committee or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution; and
- iii. Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The Bylaw Committee shall consist of an elected Chairperson and up to two (2) additional members. The Bylaw Committee shall appoint its secretary from among its members. The CUPE National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

6. Grievance Committee

This Committee will:

- Oversee the handling of all Local 1600's grievances.
- Receive copies of all grievances.
- Prepare a report on the status of all grievances to be submitted to the Executive Committee, the CUPE National Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the Collective Agreement, this committee will decide whether or not the grievance should proceed to arbitration.
- If the decision is not to proceed, the grievor(s) may appeal the decision to the Executive Committee.

The committee members will be the Lead Steward, President and the Vice President – Labour Relations, along with the elected Stewards. For decisions made on grievances at least two (2) of the Executive and three (3) Stewards must be present. The committee shall appoint a secretary from among its members. The CUPE National Representative assigned to the Local Union shall be a non-voting member of the Committee and shall be consulted at all stages.

SECTION 13 – STRIKE VOTE AND STRIKE DUTIES

(a) Strike Votes

Where the Executive Committee decides to conduct a strike vote, a special membership meeting shall be called and notice shall be given to the membership. At this meeting, the President shall explain the reasons for the recommendation for a strike vote. The membership meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.

Two (2) scrutineers shall be elected at the meeting to assist the Chair in counting the ballots.

After discussion on the strike vote, the polls shall open and voting shall begin by secret ballot. Polls shall remain open until every member present has had a chance to vote.

The scrutineers shall count the ballots. A majority of votes cast shall decide the strike vote.

The decision shall be communicated to the membership at the end of the meeting.

(b) Strike Duties

It shall be the duty of all members to perform any strike duties which may be assigned to them during the course of any legal strike action taken by this Local Union. Such strike duties shall be assigned by the Bargaining/Strike Support Committee to who shall dispose of the appeal in a manner deemed appropriate.

SECTION 14 – COMPLAINTS AND TRIALS

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution Article B.11.1.

SECTION 15 – RULES OF ORDER

All meetings of the Local Union shall be conducted in accordance with the basic principles of Canadian Parliamentary procedures. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix C. These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws. In situations not covered by Appendix C of these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 16 – BYLAW AMENDMENTS AND ALTERATIONS

(a) CUPE National Constitution

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

(b) Additional Bylaws

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

- i. the amended or additional bylaws do not conflict with the CUPE National Constitution;
- ii. the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
- iii. notice of the intention to propose the amended or additional bylaws was given at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing.

(c) Effective Date of Amended or Additional Bylaws

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

SECTION 17 – VOTING OF FUNDS

Except for ordinary expenses and bills as approved at membership meetings or as otherwise provide for herein, no sum over one-half percent (0.5%) of the total annual union dues collected for the preceding year shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice given in writing and dealt with at the following membership meeting.

APPENDIX A

CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

APPENDIX B

CODE OF CONDUCT

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

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National.

It is 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. 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 abuse of alcohol or other drugs while participating in union activities, including social events.

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 him/her to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement.
4. Once a complaint is received, the ombudsperson will work to seek a resolution.
5. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
6. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. If the person in charge is a party to the complaint, the director or designate shall assume that role.
8. In a case where a member has been expelled from an event, the National President shall receive a report on the matter.

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.

APPENDIX C

RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President – Labour Relations will be the Chairperson at the membership meeting. In the absence of the President and Vice-President – Labour Relations, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President – Labour Relations and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five (5) minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen (15) minutes. With the agreement of the members present, the fifteen (15) minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: “Is the Local ready for the motion?” If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The mover will be allowed to speak for five (5) minutes. All other speeches are limited to three (3) minutes.
14. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two (2) or more members rise to speak at the same time. Debate shall alternate between pro and con speakers, where appropriate.
15. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
16. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
17. Religious discussion of any kind is not permitted.
18. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
19. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
20. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six (6) motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
21. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

22. A motion to adjourn is in order except when a member is speaking or when members are voting.
23. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen (15) minutes have elapsed.
24. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
25. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
26. At a membership meeting where a question has been decided any two (2) members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds ($\frac{2}{3}$) majority of members who vote. If two-thirds ($\frac{2}{3}$) majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
27. Members are allowed to leave a meeting with the permission of the Vice-President – Labour Relations; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
28. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

APPENDIX D

LAND ACKNOWLEDGMENT

We acknowledge the land we are on is the traditional territory of many nations including the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. We also acknowledge that Toronto is covered by Treaty 13 signed with the Mississaugas of the Credit, and the Williams Treaties signed with multiple Mississaugas and Chippewa bands.