
Bylaws

Local Union 5441



Approved by the Membership June 15, 2022

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INTRODUCTION

Local 5441 of the Canadian Union of Public Employees has been formed to:

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

The following bylaws are adopted by Local 5441 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 the Local Union, and to involve as many members of the Local Union as possible in the work of the Union.

In recognition that we live and work on the traditional territory of many nations, all local meetings will commence with an Acknowledgement of Indigenous Territory, an example of which can be found in Appendix A to these bylaws.

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 B 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 C to these bylaws.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 5441 Unity Health Toronto.

Local 5441 consists of the following Bargaining Units:

- 5441.00 – Unity Health Toronto – Clerical
- 5441.01 – Unity Health Toronto – Service
- 5441.02 – GDI Integrated Facility Services (Providence Healthcare)
- 5441.03 – Unity Health Toronto – Spiritual Care Practitioners
- 5441.04 – Compass Group Canada

SECTION 2 – OBJECTIVES

The objectives of Local 5441 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender including gender identity and/or expression, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability/**impairment**; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3 – REFERENCES

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

SECTION 4 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 5441 can apply for membership in Local 5441 by signing an application and paying the initiation fee set out in Section 12(a) of these bylaws.

(Article B.8.1)

(b) Approval of Membership

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 as a member in good standing.

(Article B.8.2)

(c) 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."

(Article B.8.4)

(d) Continuation of Membership

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

(Article B.8.3)

(e) Member Obligations

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

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

Upon request, the Local Union will share the telephone contact information with CUPE National and any Labour organizations to which the Local is affiliated as per these bylaws. The purpose of sharing this telephone contact information with the above is so that they can conduct a telephone town hall with members on important matters.

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 5441 shall be affiliated to and pay per capita tax to the following organization(s):

- Ontario Council of Hospital Unions (OCHU)

Affiliations to additional Labour Organizations will be reviewed on an annual basis.

SECTION 6 – MEMBERSHIP MEETINGS

(a) Regular (General) Membership Meetings

Regular (General) membership meetings of Local 5441 shall be held on the third Wednesday of each month at 5:00 p.m. ten (10) months a year (September – June), via video-conferencing. Notice of each regular membership meeting outlining the date, time, agenda and video conference login/call-in information shall be made available to members at least seven days in advance of the meeting.

Note: 2 meetings out of the year will be held at 12:00pm – 2:00pm.

Note: the June and December meetings will be held at 11:00-1:00

When a statutory holiday or a situation beyond the control of the Local Union arises, which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting, and will give members seven days' notice of the date of the rescheduled regular membership meeting.

All members in good standing will have the ability to vote on matters properly put forward before the membership. If a secret ballot is requested, members in attendance virtually will vote by electronic vote through a confidential poll option on the electronic platform.

(b) Special Membership Meetings

Special membership meetings of Local 5441 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than fifty (50) members. The President shall immediately advise members when a special meeting is called and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time, and video conference login/call-in information. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.

(c) Quorum

Note the order of i and ii below have been changed but not the content

- i) The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be fifteen (15) members-at-large who are not members of the Executive, plus at least six (6) members of the Executive. The members of the Executive will include at least two (2) Table Officers.
- ii) When Quorum is met within 15 minutes the meeting will proceed. If no Quorum is met within the first 15 minutes the meeting will be cancelled. If during the meeting Quorum is not met, the meeting will be adjourned, and will be repurposed into an information session.

(d) Membership Meeting Agenda

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

1. Acknowledgment of Indigenous territory
2. Reading of the Equality Statement
3. Roll Call of **the Executive Board Officers, Local Officers & Local Representatives**
4. Adoption of Agenda
5. Voting on New Members & Initiation
6. Reading of the minutes
7. Matters Arising from the Minutes
8. Secretary-Treasurer's Report
9. Communications and Bills
10. Executive Board Report:
 1. **Recording-Secretary's Report**
 2. **First Vice-President's Grievance Report**
 3. **President or Designate's Report**
11. Reports of Committees and Delegates:
 1. **Bargaining Unit Vice-Presidents**
 2. **Trustees**
 3. **Return to Work Specialist**
 4. **Equality Coordinator**
12. Nominations, Elections, or Installations
13. Unfinished Business
14. New Business
15. Good of the Union
16. Adjournment

(Article B.6.1)

(e) Bargaining Unit Meetings (5441.02, 5441.03 and 5441.04)

At minimum, Bargaining Unit meetings shall occur once a year, and additional meetings may be called to deal with matters that affect only members of the Bargaining Unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. The President shall advise members of the bargaining unit seven (7) days in advance of the meeting providing the time and video conference login/call-in information or location and an agenda.

The minimum number of members required to be in attendance for the transaction of business at any Bargaining Unit meeting shall be five (5) bargaining unit members plus at least one (1) Table Officer and at least two (2) additional members of the Executive Board. Members from other bargaining units in the Local Union may attend these meetings without vote but with

voice and are not counted as part of quorum.

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SECTION 7 – EXECUTIVE BOARD OFFICERS

The Executive Board Officers shall not hold more than one elected position and will maintain confidentiality as per Appendix C.

President

~~1st~~ **First** Vice President

Secretary-Treasurer

Recording-Secretary

Site Vice-President (SJHC) (1)

Site Vice-President (SMH) (2)

Site Vice President (PHC) (1)

(Articles B.2.1 and B.2.2)

SECTION 8 – LOCAL OFFICERS

The Local Officers shall not hold more than one elected position, save and except for Trustee and Stewards, and will maintain confidentiality as per Appendix C.

Bargaining Unit Vice-President – GDI Integrated Services (PHC)

Bargaining Unit Vice-President – Spiritual Care Practitioners (UHT)

Bargaining Unit Vice-President – Compass Group Canada (SMH)

Three (3) Trustees

(Articles B.2.1 and B.2.2)

SECTION 9 – LOCAL REPRESENTATIVES

The Local Representatives shall not hold more than one elected position, save and except for Trustee and Stewards, and will maintain confidentiality as per Appendix C.

Return to Work Specialist

Equality Coordinator

Stewards

SECTION 10 – EXECUTIVE BOARD

- (a) The Executive Table Officers shall be comprised of: President, ~~1st~~ **First** Vice-President, Secretary-Treasurer, Recording Secretary.
- (b) The Executive Board shall include the Executive Table Officers and the Site Vice- Presidents.
(Article B.2.2)
- (c) The Executive Board shall meet at least eight (8) times per year.
(Article B.3.14)
- (d) A majority of the Executive Board constitutes a quorum for Executive Board meetings.
- (e) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (f) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- (g) Should any Executive Board member fail to answer the roll call for three consecutive regular meetings or three consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.
(Article B.2.5)
- ~~(h) Elected persons may not hold more than one elected Officer position, except in the case of Trustee and steward positions.~~
- (i) In the event of no quorum at a regular membership meeting, the Executive Board will carry out the business of the local that comes before it and shall make a report at the next regular membership meeting.
- (j) Executive Committee: The Executive Committee shall consist of the Executive Table Officers who shall meet to consider expenditures or deal with matters of an urgent nature in between meetings of the Executive Board. All decisions made in the above manner will be reviewed and properly recorded at the next meeting of the Executive Board. The Executive Committee will read their report at the next membership meeting.

SECTION 11 – DUTIES OF THE EXECUTIVE BOARD OFFICERS ~~DUTIES OF OFFICERS AND STEWARDS~~

Each **Executive Board** Officer of Local 5441 is expected to participate in CUPE educational courses, and conventions, including the semi-annual Executive Educational Weeks, to enhance their leadership skills and expand their knowledge and expertise.

All signing Officers of Local 5441 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(Article B.3.5)

(a) President

The President shall:

- i) Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- ii) Interpret these bylaws as required.
- iii) Preside at all membership and Executive Board meetings and preserve order.
- iv) Decide all points of order and procedure (subject always to appeal to the membership).
- v) Have the same right to vote as other members. In the case of a tie vote, another vote will be held. If the vote remains tied the motion is defeated.
- vi) Take necessary action to ensure that all Officers are accountable and to ensure that all Officers perform their assigned duties for the proper functioning of the Local.
- vii) Fill ~~committee~~ **all** vacancies where elections are not provided for through appointment.

- viii) Introduce new members and conduct them through the initiation ceremony.
- ix) Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- x) Be allowed necessary and reasonable funds not to exceed \$200 monthly, to reimburse the President or designate for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.
- xi) Be a voting member of the Bargaining Committees;
- xii) Be a voting member of the Grievance Committee;
- xiii) Have first preference as a delegate to any convention, school or conference to which the Local is affiliated;
- xiv) Be a voting ex-officio member of all committees;
- xv) Is a full-time elected officer, on paid leave, subject to agreement with the Employer. {Note: if the elected officer is a part-time or casual employee, they shall be paid as if they were a full-time employee.} Compensation for such position shall be the highest job rate in all the Bargaining Units within the Local, plus associated benefits, calculated at a full-time rate.
- xvi) Have the right to call special meetings of the Executive Board.

(Article B.3.1)

(b) 1st First Vice-President

The 1st First Vice-President

- i) If the President is absent or not eligible, perform all duties of the President.
- ii) Preside over membership and Executive Board meetings at the request of, or in the absence of the President.
- iii) If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- iv) Be responsible for the overall management of the grievance, **mediation, and arbitration** database.
- v) Be responsible for filing, tracking and presenting network, and position policy grievances.

- vi) Be a voting member of the Grievance Committee.
- vii) Following the decisions of the Grievance Committee, be responsible for forwarding grievances to mediation and/or arbitration and sending letters of appeal process to members on behalf of the Grievance Committee.
- viii) Report to the membership on the status of grievances and provide copies to the CUPE National Representative(s).
- ix) Monitor the video-conferencing attendance at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.**
- x) Provide assistance to the Site Vice-Presidents, as needed.
- xi) Render assistance to any member of the Executive as directed by the President.
- xii) Be a full-time officer, on paid leave, subject to agreement with the Employer.
{Note: if the elected officer is a part-time or casual employee, they shall be paid as if they were a full-time employee.}

(Article B.3.2)

(c) Secretary-Treasurer

The Secretary-Treasurer shall:

- i) Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- ii) Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- iii) Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, ~~including \$1.00 of each initiation fee on all members admitted~~, no later than the last day of the following month.
- iv) Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- v) Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.

- vi) Make a full financial report to meetings of the Local Union's Executive Board.
- vii) Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- viii) Be bonded through the master bond held by CUPE National. Any Secretary- Treasurer who cannot qualify for the bond shall be disqualified from office, and another election shall be held.
- ix) Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- x) Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- xi) Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- xii) Monitor the video-conferencing attendance at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.**
- xiii) Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- xiv) Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.
- xv) Be allowed ~~two (2)~~ **four (4)** days leave of absence with pay per month to conduct Secretary-Treasurer duties or more if required as determined by the President.

(Articles B.3.4 to B.3.8)

(d) Recording Secretary

The Recording Secretary shall:

- i) Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.

- ii) Record all amendments and/or additions in the bylaws and make certain that these are sent to the National President for approval prior to implementing, in conjunction with the National Servicing Representative.
- iii) Monitor the video-conferencing attendance at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.**
- iv) Job and position transaction analysis, evaluation, detections, and filing of grievances of any job transaction discrepancies. Report findings to the Executive Board in meetings as directed by the Executive Board.**
- v) Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
- vi) Keep a record of all correspondence received and sent out.
- vii) Maintain the record of membership attendance at meetings.
- viii) Maintain member contact information database.
- ix) Render assistance to any member of the Board as directed by the President.
- x) Perform such other duties as may be assigned by the **President** from time to time.
- xi) Maintain the Local's internal e-mail communication system.
- xii) Be responsible for maintaining the Local's website, and any social media platform.**
- xiii) Prepare and distribute all notices to members.
- xiv) Maintain and track the Union Business schedule, including all lieu days and vacation schedules.
- xv) Have all records ready on reasonable notice for the Trustees or auditors.
- xvi) Preside over membership and Executive Board meetings in the absence of both the President and First Vice-President.
- xvii) Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- xviii) Performs other duties required by the Local Union, its bylaws or the National Constitution.
- xix) Ensure all meeting room bookings, convention, conference, event arrangements, and Union

Leave of Absences are submitted and approved as needed.

- xx) ~~Be allowed four (4) days leave of absence with pay per month to conduct Recording Secretary duties or more if required as determined by the President.~~ **The Recording Secretary will be released full-time or as required and determined by the President.**

(Article B.3.3)

(e) Site Vice-President

The Site Vice-Presidents shall:

- ~~i) Preside over Site membership meetings and preserve order.~~
- ~~ii) Keep full, accurate and impartial account of the proceedings of all Site membership meetings.~~
- iii) Report to the Executive Board on no less than a monthly basis, on all Site activities.
- iv) Be a member of all Site-specific committees (i.e., **Joint Health and Safety**, Redeployment, **Bargaining Implementation**, Return to Work) unless already deemed a member of a committee by these bylaws.
- v) Be responsible for filing and presenting of grievances at their Site at Steps 1 and 2.
- vi) Be responsible for tracking all grievances and timelines at their Site.
- vii) Be a member of the Grievance Committee if their Site is directly involved in the grievance.
- viii) Enforce CUPE Constitution.
- ix) Decide all questions of order and procedures (subject always to appeal to the membership).
- x) Render assistance to any member of the Board as directed by the President.
- xi) Perform such other duties as may be assigned by the **President** from time to time.
- xii) The four (4) Site Vice-President's will be released full-time or as required and determined by the President.
- xiii) Coordinate monthly steward network-calls meetings and provide additional meetings as requested and necessary.**
- xiv) Ensure completed fact-finding notes and documentation are received from the

Stewards.

- xv) Recruit additional stewards when vacancies arise.
- xvi) Coordinate release of stewards for meetings with the Hospital as required.
- xvii) Teach/mentor and be a resource for stewards, specifically to carve out time on the agenda for the steward network meetings to assist in working through scenarios as necessary.**
- xviii) Request the book off of stewards as necessary and as approved by the President.**

SECTION 12 – DUTIES OF THE LOCAL OFFICERS

All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of Office.

(Article B.3.9)

(a) Bargaining Unit Vice-President (5441.02, 5441.03 and 5441.04)

The Bargaining Unit Vice-Presidents shall:

- i) Preside over Bargaining Unit membership meetings and preserve order.
- ii) Keep full, accurate and impartial account of the proceedings of all Bargaining Unit membership meetings.
- iii) Report to the Executive Board on no less than a monthly basis, on all Bargaining Unit activities.
- iv) Be a member of Bargaining Unit-specific committees (Redeployment, Return to Work, Bargaining Committee etc.).
- v) Be responsible for filing grievances in their Bargaining Unit at Steps 1 and 2.
- vi) Be responsible for tracking all grievances and timelines in their Bargaining Unit.
- vii) Be a member of the Grievance Committee if their Bargaining Unit is directly involved in the grievance.
- viii) Enforce the CUPE Constitution.
- ix) Decide all questions of order and procedures (subject always to appeal to the

membership).

- x) Have the same right to vote as other members. In the case of a tie vote, another vote will be held. If the vote remains tied the motion is defeated.
- xi) Render assistance to any member of the Board as directed by the President.
- xii) Perform such other duties as may be assigned by the **President** from time to time.
- xiii) Be allowed a leave of absence with pay to conduct Bargaining Unit Vice-President duties as required by the President.

(b) Trustees

The Trustees shall:

- i) Make a written report of their findings to the first membership meeting following the completion of each audit. Audits will be performed on a semi-annual basis over no more than 3 days for each audit.
- ii) Make a written report of their findings to the first membership meeting following the completion of each audit.
- iii) Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
- iv) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- v) Ensure that proper financial reports have been given to the membership.
- vi) Audit the record of attendance for all meetings.
- vii) Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership.
- viii) Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - a. Completed Trustee Audit Program
 - b. Completed Trustees' Report
 - c. Secretary-Treasurer Report to the Trustees

- d. Recommendations made to the President and Secretary-Treasurer of the Local Union
 - e. Secretary-Treasurer's response to recommendations
 - f. Concerns that have not been addressed by the Local Union Executive Board.
- ix) Perform an inspection on all properties, assets, funds, and records of the Local Union from Officers at the time they are returned to the Local at the end of their term of office prior to being handed over to their successors.

(Articles B.3.9 to B.3.12)

SECTION 13 – DUTIES OF THE LOCAL REPRESENTATIVES

All Representatives must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of Office.

(a) Return to Work Specialist

The ~~Membership & Communication Officer~~ **Return to Work Specialist** shall:

- i) **Represent all return-to-work meetings across all sites, UHT.**
- ii) **Case management of difficult return-to-work through the escalation process of Workplace Health, Safety and Wellness, and escalate to Site Vice-Presidents for corrective action through the grievance process.**
- iii) **Represent all members in WSIB meetings across all sites, UHT.**
- iv) **Perform WSIB on-site inspections across all sites, UHT to facilitate safer return to work meetings.**
- v) **Support member navigation with WSIB appeals package, and transfer to CUPE National WSIB Representative.**
- vi) **Represent CUPE Local 5441 at Joint Health and Safety Meetings across all sites, UHT**
- vii) **Support member navigation of Workplace Health, Safety and Wellness policies.**
- viii) **Maintain a database of all return to work, STD, and LTD**
- ix) Contact members who are on medical leave ~~if requested.~~
- x) **Contact, and support members on Short-Term Disability, Employment Insurance, Long Term Disability.**
- xi) **The Return-to-Work Specialist will be released full-time or as required and determined by the President.**
- xii) ~~Make recommendations at a membership meeting for any good and welfare that may be~~

~~required.~~

- ~~xiii) In the event a current member, in good standing, of CUPE 5441 passes away during their active employment, the Union will extend its condolences in the form of a sympathy card and \$500.00 paid to the Estate of the member. (moved)~~
- xiv) Report to the **Executive Board** ~~Recording Secretary~~ on no less than a ~~monthly~~ **weekly** basis, on all activities.
- xv) Perform such other duties as may be assigned by the ~~Executive Board~~ **President** from time to time.
- ~~xvi) Be allowed one (1) day leave of absence with pay per month to conduct duties, or more if required as determined by the President.~~
- xvii) Be appointed by the Executive Board, through a process to be determined by the Table Officers which may include an application and/or interview.
- ~~xviii) Attend Executive Board as required or delegated by the President or Recording Secretary.~~
- ~~xix) Be responsible for member outreach initiatives such as coordinating surveys, data, initiatives, etc.~~

(b) Equality Coordinator

The Equality Coordinator shall:

- i) Self-identify as a member of one or more of the following equity-seeking communities: Indigenous Workers, Racialized Workers, LGBTQ**IA2S**+, Women, Young Workers, and/or Workers with Disabilities.
- ii) Represent members in investigations related to persons for which they advocate [see i) above], whereby allegations of discrimination and/or harassment is alleged.**
- iii) Bring the perspectives, priorities and concerns of members who self-identify **[see i) above]**, to the Executive Board debates and discussions as required.
- iv) Have first preference as a delegate to meetings, conferences, and education for the related communities for which they advocate [see i) above], that are affiliated to CUPE Local 5441 [see Section 5 – Affiliations] ie. Indigenous Workers conference, Racialized Workers conference organized by CUPE National or OCHU.**
- v) Communicate and help implement equity-related goals, programs and priorities of

CUPE National as directed by the Executive Board.

- vi) Perform such other duties as may be assigned by the Executive Board from time to time.
- vii) Perform such other duties as may be assigned by the **President** from time to time.

viii) Any book off days required shall be on an as-needed basis and must be approved by the President.

(c) Steward

The Stewards shall:

- i) Investigate all membership complaints when necessary.
- ii) Represent members at meetings with the Hospital as required and as requested by the Site Vice President or Bargaining Unit Vice President.
- iii) Participate in monthly Steward network-calls meetings. Should any Steward member fail to answer the roll call for three consecutive regular steward meetings without having submitted good reasons, their elected position shall be declared vacant and shall be filled by an appointment by the President, [see Section 11 Duties of The Executive Board Officers (a) vii] .**
- iv) In the event that a Union Steward is absent from steward duties for three months without good and sufficient cause such office shall be declared vacant by the Executive Board.
- v) Stewards on Leave of Absence, and/or on sick leave, modified on return-to-work plans will not be disturbed, or requested to perform the duties of Steward unless persons are willing to continue to participate. The Steward position will be deemed temporarily vacant, and temporarily replaced until returned to full duties [see Section 11 Duties of The Executive Board Officers (a) vii)].**

The number of Stewards at each Site / Bargaining Unit shall be as follows:

PHC: Service: 5 (with at minimum **+ 2** RPN)
Clerical: **+ 1**

SMH: Service: 12 (with at minimum 2 RPN's)
Clerical: 8

SJHC: Service: 12 (with at minimum 2 RPN's)
Clerical: 6

GDI: Three (3)

SCP: 1 per Site (where there is no Bargaining Unit VP representation at that Site)

Compass: Two (2)

SECTION 14 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

Twenty (20) calendar days prior to any election (Section 10 (b)), one (1) notice will be posted in all workplaces on the Union boards. This notice will outline the nomination and election process for the election, including times, location and/or process for electronic or other access to vote. Once nominations are completed, this notice will be updated to include those who have been nominated for the position(s).

(a) Nominations

1. Nominations for Table Officers, Trustees, Site Vice-Presidents, Bargaining Unit Vice-Presidents and Equality Coordinator will be received at the regular membership meeting held in the month of October of the year their terms expire.
2. Nominations for Stewards will be received at the regular membership meeting in the month of November of the year their term expires.
3. Nominations will be accepted from members in good standing in attendance at the nomination meeting(s).
4. A member seeking nomination shall be present when nominations are called at the membership meeting, or have provided consent to stand for a position, in writing prior to the meeting (See Appendix E Consent Form). This signed copy of consent of the nominee to let their name stand for a position, co-signed by the nominator, must be provided to the Recording-Secretary either by a physical paper copy or via email no later than noon of the day the nomination meeting is held. The Recording-Secretary will present such nomination on the nominator's or nominee's behalf if they cannot be in attendance. Nominations received under this paragraph will be open twenty (20) calendar days prior to the membership meeting.
5. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
6. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at the end of month after the election is completed.
7. No member will be eligible for nomination if they are in arrears of dues and/or assessments.
8. Nominations will be accepted for Site specific and Bargaining Unit specific positions, by members of the same Site and Bargaining Unit only.

(b) Elections

1. The Table Officers are elected for a three-year term commencing with elections in November 2024, **with elections continuing every three years thereafter.**

The Site Vice-Presidents, Bargaining Unit Vice-Presidents are elected for a three-year term commencing with elections in October 2025, **with elections continuing every three years thereafter.**

The Equality Coordinator is elected for a ~~two-year~~ **three-year** term commencing with elections in November 2024, **with elections continuing every three years thereafter.**

The Stewards are elected for a three-year term commencing with elections in November 2025, **with elections continuing every three years thereafter.**

2. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.
3. At the regular membership meeting in June prior to the Nomination period [Section 10.1 (a)] the Executive Board will, subject to the approval of the members present, appoint a Voting Committee (described in Section 18 (3)) who shall conduct the election in accordance with these by-laws.

(c) Voting Procedures

1. The Voting Committee shall be responsible for the form of the electronic vote, and ensuring that all nominations under Article 10 (a) were carried out in accordance with these by-laws. The Recording-Secretary shall ensure that all eligible voters are registered in the system via personal email if provided, or work email by default and will also provide such information as is needed to the Voting Committee and/or service provider.
2. The Voting Committee shall ensure that the form and language of the electronic votes are accessible to all members, and that assistance is in place at each of the three Sites for those members who may not be able to vote electronically. Such assistance may be provided by email, text, telephone and/or video- conferencing options.
3. (a) Voting shall commence within eight (8) days of the Nomination Membership Meeting or any duly called meeting, where nominations have been held for Site Specific positions or Bargaining Unit positions.

(b) Voting shall commence within fifteen (15) days of the Nomination Membership Meeting or any duly called meeting, where nominations have been held for Table

Officer, Equality Coordinator and Trustee positions.

4. Each electronic voting period shall be seventy-two (72) hours long, and run from a Thursday at 12:00 p.m. to Sunday at 12:00 p.m.
5. Voting for Site specific or Bargaining Unit specific positions will be limited to members of the same Site or the same Bargaining Unit only.
6. The candidate receiving the most votes will be declared elected.
7. In the event of a tie vote, a second and subsequent electronic vote(s) will be taken if necessary, until a candidate receives a plurality of votes.
8. When two or more nominees are to be elected to any office by electronic vote, each member voting will be required to vote for the full number of candidates to be elected or the member's electronic vote will be declared spoiled. (Article 11.4)
9. The Voting Committee shall ensure that a list of all candidates is prepared at the end of each voting period, including total number of electronic votes, invalidated votes, or spoiled votes, and indicating who was elected.
10. The Voting Committee shall inform the President of the results of the vote as soon as possible, and no later than two hours after the polls close. The President shall inform the membership of the result of the vote, as soon as possible, and no later than 24 hours after the polls close.
11. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 6(c).
12. All election complaints by members will be submitted in writing to the Lead Voting Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Lead Voting Officer in conjunction with the Voting Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

(d) Installation of Officers

1. All duly elected Officers shall be installed at the regular membership meeting immediately following their election, for a term as laid down in Section 10 (b) 1, until a successor has been elected and installed, provided, however, that no term of office shall be less than one year and no longer than three years.

(Article B.2.4)

2. The Oath of Office to be read by the newly elected Officers is:

"I, _____, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term."
(Article 11.7(b))

(e) By-elections

Should an office fall vacant for any reason, nine (9) months or more prior to the election period (Section 10 (b)) a by-election will be held closely as possible in conformity with this section. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill. Any vacancy under nine (9) months will be filled by appointment of the Executive Board, or by delegation of their duties to other Officers.

SECTION 15 – RATIFICATION VOTING PROCEDURE

Ratification procedures shall comply with the Ontario Labour Relations Act that requires all ratification votes to be conducted electronically by secret electronic vote.

An information meeting will be held prior to ratification of any new Tentative Agreement. Members will be given a minimum of forty-eight (48) hours notice of the information meeting.

A copy of the Tentative Agreement will be made available to the members a minimum of 24 hours prior to the information meeting.

The voting period will begin at 12:00 p.m. the day after the information meeting. It will continue for a maximum of seventy-two (72) hours concluding at 12:00 p.m.

All Tentative agreement amendments shall be ratified by a simple majority of electronic votes received.

Except where voting is conducted by a third party/secure platform, the ratification vote shall be conducted by the Executive in conjunction with the Bargaining Committee, where possible.

SECTION 16 – FEES, DUES AND ASSESSMENTS

(a) — Initiation Fee

~~Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of \$1 (one) dollar which shall be in addition to monthly dues. If the application is rejected, the fee shall be returned.~~

~~(Articles B.4.1 and B.8.2)~~

(b) — Readmission Fee

The readmission fee shall be \$1 (one) dollar.

(Article B.4.1)

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Monthly Dues

The monthly dues shall be 1.7% of regular wages.

(c) Amending Monthly Dues

(Article B.4.3)

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret electronic vote. Notice of at least seven days at a previous meeting or 60 days in writing must be given.

(Article B.4.3)

(d) Assessments

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

(Article B.4.2)

SECTION 17 – NON-PAYMENT OF DUES AND ASSESSMENTS

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

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

(Article B.8.6)

SECTION 18 – EXPENDITURES

(a) Payment of Local Union Funds

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

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

(Article B.4.4)

(b) Payment of Per Capita Tax and Affiliation Fees

Authorization to pay per capita tax to CUPE National and OCHU 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

- i) In the case of a grant or a contribution to any member(s), or any cause(s) outside of CUPE greater than \$150, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.
 - ii) If the grant or contribution in (c) i) is greater than ~~\$5,000~~ **\$1,000.00** it will be brought to the Executive Board for review within the guidelines of fiscal responsibility.
- (d) No Officer or member of Local will be allowed to spend any Local Union funds without first having received authorization under Section 14(a) of these bylaws.

~~(e) In the event a current member, in good standing, of CUPE 5441 passes away during their active employment, the Union will extend its condolences in the form of a sympathy card and \$500.00 paid to the Estate of the member.~~

SECTION 19 – OUT-OF-POCKET EXPENSES

The following expense allowance shall be paid, without need of supportive vouchers, as compensation for normal and miscellaneous out-of-pocket expenses and services to the Local, to be paid out at the end of each month, as follows:

President:	\$250.00 \$400.00 per month
1st First Vice-President:	\$400.00 per month
Secretary-Treasurer:	\$350.00 \$400.00 per month
Recording Secretary:	\$350.00 \$400.00 per month
Site Vice-Presidents:	\$400.00 per month
Bargaining Unit Vice-Presidents:	\$200.00 per month
Stewards:	\$50.00 \$80.00 per month, paid out quarterly
Trustees:	\$100 \$150 per audit per Trustee
Equality Coordinator:	\$250 per month
Membership & Communication Officer Return to Work Specialist:	\$200.00 \$250.00 per month

Expenses:

- (a) The in-town expense for attendance at full day, pre-authorized union functions on behalf of Local 5441 (conferences, labour management meetings, conventions, educationals and Collective Agreement related meetings, but excluding membership meetings and executive meetings) shall be ~~\$45.00~~ **\$50.00**.
- (b) The overnight out-of-town expense for attendance at full day, pre-authorized union functions on behalf of Local 5441, shall be \$90.00.
- (c) Receipted parking, travel and accommodation expenses incurred during pre-authorized union functions on behalf of Local 5441 shall be reimbursed in full provided receipts are provided. All arrangements must be made ensure only reasonable costs.
- (d) Any person using their own vehicle in performance of pre-authorized union functions on behalf of Local 5441 shall be compensated per kilometre at the maximum CRA approved rate.
- (e) Any member who is pre-authorized in writing to attend to union functions and/or union matters on a scheduled day off of work shall be released from another regularly scheduled day of work in lieu of their day off on which they were authorized to attend to union matters.

SECTION 20 – CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 5441 is committed to removing barriers within its control so that all members have equal access to participation.

- (a) Where on-site childcare is not provided, and in the case of dependent care or elder care, members will be reimbursed to a maximum of \$75.00 per day with receipts for required care. Reimbursement will be provided upon proof of payment.
- (b) Any member who is on authorized Local 5441 business shall be eligible for childcare, dependent care, and/or elder care expenses where required. Upon proof of payment, members will be reimbursed to a maximum of \$75.00 per day with receipts for required care.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

SECTION 21 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

- (a) Except as provided for in the duties of the Executive Board, **and below**, all delegates to conventions and conferences shall be chosen by election at membership meetings. Exclusive from the Executive Board, the total amount of delegates will be shared equally between the 3 sites.

For CUPE National Convention, the Local will send as many delegates as they have voting credentials for starting with the eight (8) Executive Board Officers, then the three (3) Bargaining Unit VP's. Any remaining credentials for delegates will be shared equally between the 3 sites.

For OCHU Convention, in a voting year, the Local will send as many delegates as they have voting credentials for starting with the eight (8) Executive Board Officers, the three (3) Bargaining Unit VP's, the Equality Coordinator and the Return-to-Work Specialist. The Local will also send the Area 3 committee members. Any remaining credentials for delegates will be shared equally between the 3 sites.

For OCHU Convention, in a non-voting year, the delegates will be the eight (8) Executive Board Officers.

- (b) All delegates attending conventions, conferences, union events, or educationals, shall be paid transportation expenses and a per diem allowance, as laid out in Section 15. The Local Union will reimburse the Hospital or Bargaining Unit Employer for any loss of wages.
- (c) Local 5441 will provide members with their per diem allowance prior to their attending the convention, conference, union events or educationals.
- (d) Local 5441 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.
- (e) As part of each delegate's participation in a conference or convention, the member will be obligated to submit a written or template report of their experiences at the event to the Executive Board. This report shall be submitted within one (1) month of the conclusion of the conference or Convention, unless a written additional one (1) month extension is provided by the President. . Failure to submit a written report to be received by the Executive Board will suspend any Executive Member or General Member's attendance privileges for a period of 2 calendar years from the due date of their report. If the member, at any time is absent due to illness or other factors from designated activities, these absences should immediately be reported verbally, followed up in writing at an appropriate time to the most senior executive member responsible for the delegation attending. Any member who is determined to be absent without leave will have their conference attendance record, per diem and other expenses evaluated for reconsideration by the executive board.

SECTION 22 – COMMITTEES

(a) Special Committees

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

1. Negotiating Committees

There will be separate Negotiation Committees for each Bargaining Unit of the Local, unless any two or more bargaining units vote at a regular membership meeting to negotiate jointly.

The Negotiation Committee(s) shall be established at least nine (9) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed.

The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 5441's negotiating committee shall attend CUPE's collective bargaining educationals.

For Service

The Committee shall consist of the President, one Site Vice-President from each Site and six (6) members-at-large from the Service Unit, two (2) from each site
– one Full-time, one Part-time.

For Clerical

The Committee shall consist of the President, one Site Vice-President from each Site and six (6) members-at-large from the Clerical Unit, two (2) from each site
– one Full-time, one Part-time.

For Bargaining Units (5441.02, 5441.03 and 5441.04)

Unit bargaining committees will be determined in accordance with their Collective Agreements at a special Bargaining Unit membership meeting held at least five (5) months prior to the expiry of the Local Union's Collective Agreement. The President shall be an ex-officio voting member on any Bargaining Unit bargaining committee.

2. Grievance Committee

The Grievance Committee shall meet on an ad hoc basis to determine whether or not a grievance shall be forwarded to mediation and/or arbitration. The Grievance Committee will be comprised of the Executive Board.

Upon the review of any grievance which is decided to be forwarded to mediation or arbitration, the Grievance Committee will vote to determine who shall attend.

If during the mediation and/or arbitration process a reconsideration is recommended by outside counsel for any grievance it will be brought back to the Grievance Committee for reconsideration.

3. Voting Committee

A Voting Committee, composed of a Lead Voting Officer and two other members (ensuring that there is one representative from each Site), shall be appointed by the Executive Board to conduct elections, ratification votes and/or any other duly called matters that require a vote outside of membership meetings. All appointees shall be members in good standing, who are neither current Officers of the Local nor candidates for office. The Voting Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.

The Voting Committee term of office will be for the election (10 (b)) immediately following their appointment, including any by-elections.

The National Representative(s) assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.

4. Social Committee

This committee will:

(a) be composed of the First Vice-President and six other members (ensuring that there are two representatives from each Site), and shall be appointed by the Executive Board, on an ad hoc basis. All appointees shall be members in good standing, who are neither current Officers of the Local nor candidates for office.

(b) Arrange and conduct all social, cultural, and recreational activities of the Local Union, either on **Executive Board decisions** ~~the committee's own initiative~~ or as

a result of decisions taken at membership meetings. The committee shall submit reports and proposals (including quotes and implementation guidelines) to the Executive Board or to the membership as required.

- (c) 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.

~~(d) Be comprised of two Representatives per Site, in addition to the Vice-President.~~

(b) Permanent Committees

Permanent committees will be elected by the members at a membership meeting. Permanent committees will have a term of two years, **except for the By-Law Committee which shall be a term of three years**. The Chairperson will be determined by the Committee at their first meeting. The Executive Board may, with the approval of the membership, jointly appoint other members to serve on a committee. Committees will provide written reports to the membership at the membership meeting. The Vice-President shall be a voting member, ex-officio, of each committee.

There shall be ~~four (4)~~ **three (3)** permanent committees as follows:

1. Bylaw Committee

This committee will:

- (a) Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.
- (b) Review the bylaws ~~annually~~ **(every 3 years starting in 2025)** and make recommendations to the Executive Board on proposed amendments. The Executive Board will then review any recommendations, to ensure they conform to the CUPE Constitution, the CUPE 5441 budget and the remainder of the by-laws.
- (c) 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.
- (d) The committee will be comprised of three representatives from each Site and one from each Bargaining Unit (5441.02, 5441.03 and 5441.04), excluding Executive Officers.

- (e) The National Representative(s) assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

~~2. Social Committee (moved)~~

~~This committee will:~~

- ~~(a) Arrange and conduct all social, cultural, and recreational 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 (including quotes and implementation guidelines) to the Executive Board or to the membership as required.~~
- ~~(b) 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.~~
- ~~(c) Be comprised of two Representatives per Site, in addition to the Vice-President.~~

3. RPN Committee

This committee will:

- (a) Meet at least once annually, or more if required, as determined by the President, to discuss issues, campaigns and events related to their classification.
- (b) Make recommendations to the Executive Board for any issues that may need to be addressed.
- (c) Designate a chair who will report to the Board and to the membership on all issues, campaigns and events.
- (d) Be comprised of two Representatives per Site, and the Vice-President who will be the liaison to the Board.

4. Long-Term Care & Personal Support Worker Committee

This committee will:

- (a) Meet at least once annually, or more if required, as determined by the President, to discuss issues, campaigns and events related to their classification.
- (b) Make recommendations to the Executive Board for any issues that may need to be addressed

- (c) Designate a chair who will report to the Board and to the membership on all issues, campaigns and events.
- (d) Be comprised of two Representatives per Site, and the Vice-President who will be the liaison to the Board.

SECTION 23 – COMPLAINTS AND TRIALS

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

(Articles B.11.1 to B.11.5)

SECTION 24 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix D. 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 D to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 25 – AMENDMENTS

(a) CUPE Constitution

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

(Articles 9.2(c), 13.3 and B.5.1)

(b) Additional Bylaws

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

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

(Articles 13.3 and B.5.1)

(c) Effective Date of Amended or Additional Bylaws

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

(Articles 13.3 and B.5.1)

SECTION 26 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 5441 bylaws, ~~either in paper format when requested or~~ via the Local Union website at 5441.cupe.ca.

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Appendix A

RULES OF ORDER

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

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

22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen (15) minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. 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, except in exceptional circumstances.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

Appendix B

CODE OF CONDUCT

Local 5441 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

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

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

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 5441, or any other CUPE chartered body. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

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

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

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.

2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint. **For Local 5441 events the designated person to receive the complaint will be the Recording-Secretary.**

For Local 5441 events, once a complaint is received, the President will designate an Officer of the Local Union who will work to seek a resolution. Should the President be involved in the complaint, the First Vice-President will make the designation of an Officer.

3. The ombudsperson or the person in charge, **or the person who has been designated by the Local (pt. #2)** will work to seek a resolution. If this fails to resolve the matter, the ombudsperson **or the person who has been designated by the Local** shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.

4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.

5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.

6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.

7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding officer shall consult the National President.

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

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

Appendix C

LOCAL 5441 CONFIDENTIALITY POLICY

Name: _____

(Please Print)

Affiliation with CUPE Local 5441 _____

Type: Executive Officer, Local Officer, Local Representative & Position

1. During my association with CUPE Local 5441, I will have access to information and material relating to patients, medical staff, employees, and other members, which is of a private and confidential nature.
2. At all times, I shall respect the privacy and dignity of members, patients, employees, and all associated individuals. Specifically with respect to any meetings attended while representing CUPE Local 5441, I acknowledge that any such access, disclosure, retention and disposal will be complied with.
3. I shall treat all CUPE Local 5441 administrative, financial, patient, employee and other records as confidential information, and I will protect them to ensure full confidentiality, including, but not limited to, de-identifying the data, whenever possible. I shall not read records or discuss, divulge, or disclose such information about CUPE Local 5441, unless there is a legitimate purpose related to my association with CUPE Local 5441. This obligation does not apply to information in the public domain. When in transit, I shall securely store and ensure the confidential information is in my custody and control at all times. If confidential information must be removed from UHT, I shall ensure it is de-identified, where possible.
4. I shall ensure that confidential information is not inappropriately accessed, used, or released either directly by me, or by virtue of my signature or security access to premises or systems.
5. Violations of this policy include, but are not limited to:
 - accessing information that I do not require for job purposes;
 - misusing, disclosing without proper authorization, or altering member information,
 - disclosing to another person not a part of the Executive Board Officers.
6. I shall only access, process, and transmit confidential information using hardware, software, and other authorized equipment, as required by the duties of my position.
7. I shall immediately report all lost or stolen confidential information to CUPE Local 5441 Executive Board Officers.
8. I understand that CUPE Local 5441 will conduct periodic audits to ensure compliance with this agreement and its privacy policy.
9. I also understand that should any of these conditions be breached, I may be subject to corrective action up to and including CUPE National Trial Procedures, made a member in bad standing with loss of privileges, termination of a position, or similar action deemed appropriate by CUPE Local

Appendix D

ACKNOWLEDGMENT OF INDIGENOUS TERRITORY

Land Acknowledgement for Toronto

We acknowledge the land we are meeting 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 with the Mississaugas of the Credit.

Land Acknowledgement for Scarborough

The land I am standing on today 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. I 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.

Pronunciation

- Anishnabeg: (ah-nish-naw-bek)
- Haudenosaunee: (hoodt-en-oh-show-nee)
- Métis: (may-tee)

Appendix E

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 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 F
CONSENT FORM

Date: _____

I, _____ (insert name) _____ stand for the position of _____ (insert position) _____.

Co-Signed Consent of the Nominator

Signed Consent of the Nominee