Bylaws Local Union 8111

Approved by the Membership on April 15th, 2023 Approved by CUPE National on August 11, 2023

* Except for text in red (Required changes)



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INTRODUCTION

Local 8111 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 8111 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 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 8111 Employees of Canadian North.

Local 8111 consists of the following bargaining units:

Cabin Crew of Ottawa Base, Iqaluit Base, Yellowknife Base, Edmonton Base, and Calgary Base and any other Base which may come into existence with the operation of Canadian North.

For the purpose of these bylaws, the Local will recognize each base as follows:

Cabin Crew – Ottawa Base

Cabin Crew – Iqaluit Base

Cabin Crew - Yellowknife Base

Cabin Crew - Edmonton Base

SECTION 2 – OBJECTIVES

The objectives of Local 8111 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 the employer;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Promote a safe and healthy work environment for all members.
- (f) Regularly inform all Canadian North members on matters affecting the Union, including activities to fulfill Union activities.
- (g) Establish and maintain Committees in accordance with these Bylaws.
- (h) Establish strong working relationships with the public we serve and the communities in which we work and live;
- (i) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.
- (j) Receive and administer the Union dues received from the employer in accordance with these Bylaws.
- (k) Establish and approve an operating budget.
- (I) Train and educate its Union Officers and members in accordance with the approved budget.

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 8111 shall apply for membership in Local 8111 by signing an application and paying the initiation fee set out in Section 11(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.

(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)

A member on laid-off status and still eligible for recall as per the Collective Agreement shall maintain his/her status as an active member of the Union.

(e) 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 Local Recording Secretary with their current address, telephone contact number and where available, an e-mail address. The member will advise the Local 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, and/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, CUPE Airline Division or any other Division the local affiliates to. The purpose of sharing this telephone contact information with CUPE National, CUPE Airline Division or any other Division the local affiliates to is so that the National Union or Provincial Division can conduct a telephone town hall with members on important matters.

Should a member choose not to share their personal contact information, they will advise the local to be removed from any list.

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 8111 may be affiliated to and pay per capita tax to the following organization(s):

- Edmonton and District Labour Council
- Calgary and District Labour Council
- CUPE Alberta Division
- The Ottawa District Labour Council
- The Ottawa CUPE Labour Council
- The Ontario Federation of Labour
- The Alberta Federation of Labour
- The Northern Territories Federation of Labour
- The Canadian Labour Congress
- International Transport Workers Federation
- CUPE Ontario Division

SECTION 6 – MEMBERSHIP MEETINGS

All Meetings of the Local shall be conducted in accordance with the basic principles of Bourinot's Rules of Order.

(a) Regular Membership Meetings

Regular Membership Meetings shall be held twice per year between the months of April and October, but never less than sixty (60) days apart. Notice of Regular Membership Meetings outlining the date, time and location shall be given to members at least seven (7) days in advance of the meeting.

(b) Special Membership Meetings

Special Membership Meetings of Local 8111 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than twenty (20) members. The Local President shall immediately advise members when a Special Membership Meeting is called, and ensure that all members receive at least twenty-four (24) hour's notice of the Special Membership Meeting, the subject(s) to be discussed, the date, time, location and/or video conference link. No business shall be transacted at the Special Membership Meeting other than that for which the meeting is called and notice given.

(c) Special Base Membership Meetings

Special Base Membership Meetings of Local 8111 may be required and shall be called by the Base Vice-President of the base with advisement to the President of Local 8111, the Executive Board or may be requested in writing by no fewer than twenty percent (20%) of the Base Membership. The Local President shall immediately advise members when a Special Base Membership Meeting is called and ensure that all members receive at least twenty-four (24) hours notice of the Special Base Membership Meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the Special Base Membership Meeting other than that for which the meeting is called and notice given. 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 base.

(d) Statutory Holiday

When a statutory holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a Regular Membership, the Executive Board shall reschedule the Regular Membership or Regular Base Membership Meeting, and will give members seven (7) days' notice of the date, time and location of the rescheduled Regular Membership or Regular Base Membership Meetings.

(e) Quorum

The minimum number of members required to be in attendance for the transaction of business at the Regular Membership Meeting (Section 6 (a)) and the Special Membership Meeting (Section 6 (b)) shall be ten (10) members, including at least a majority of members of the Executive Board.

For a Special Base Membership meetings (Section 6 (c)) the minimum number of members required to be in attendance shall be ten percent (10%) of the base members, including at least two (2) members of the Executive Board.

For all meetings in Section 6, Members identifiable on a video conference shall constitute part of quorum and will have a voice and a vote. If unidentifiable (or on conference call and not at an established meeting location), Members shall constitute part of quorum and will have a voice but no vote.

(f) Minutes

At all meetings of the Local or Committees as outlined in the Bylaws, the presiding officer shall ensure that minutes are kept.

(g) Membership Meeting Agenda

The Order of Business at Regular Membership Meetings is as follows:

- 1. Acknowledgment of Indigenous Territories
- 2. Roll call of Officers
- 3. Reading of the Equality Statement
- 4. Voting on new members and initiation
- 5. Reading and approval of the minutes of the previous meeting.
- 6. Matters arising from the minutes
- 7. Secretary-Treasurer Report
- 8. Communications and bills
- 9. Executive Board Report
- 10. Reports of committees and delegates
- 11. Nominations, Elections, or Installations
- 12. Unfinished business
- 13. New business
- 14. Good of the Union
- 15. Adjournment

(Article B.6.1)

SECTION 7 – OFFICERS

The Officers of Local 8111 shall be the Local President, Local Executive Vice-President, Secretary-Treasurer, Recording Secretary, Base VP Ottawa, Base VP Iqaluit, Base VP Yellowknife, Base VP Calgary, Base VP Edmonton, three (3) Trustees and at least one Steward per Base.

(Articles B.2.1 and B.2.2)

SECTION 8 – EXECUTIVE BOARD

The Executive Board shall include all Officers, except Trustees and Stewards.

(Article B.2.2)

(a) The Executive Board shall meet at least eight (8) times per year. One (1) of those meetings must be face-to-face. Other Executive Board meetings may be either face-to-face or via video conference link.

(Article B.3.14)

- Should the Union and the Company agree to hold any additional in person Union Management Meetings, the Executive Board will meet in person prior to said meeting.
- (b) Five (5) members of the Executive Board shall constitute a quorum. Members of the Executive Board who can participate but are out of country or out of province may participate via conference call and constitute part of quorum.
- (c) 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/equipment without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (d) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

(Article B.11.1 to B.11.5)

- (e) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- (f) Should any Executive Board member fail to answer the roll call for three (3) consecutive membership or three (3) consecutive Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by by-election to be held as per these bylaws.

(Article B.2.5)

(g) The Executive Board has authority over all grievances. If a decision to proceed or withdraw a grievance is opposed by the grievor, the grievor shall have the opportunity to appear before the Executive Board at the next scheduled Executive Board meeting to explain the merits of their grievance. If the Executive

Board's decision remains unchanged, the decision of the Executive shall be final.

SECTION 9 – DUTIES OF OFFICERS

Each Officer of Local 8111 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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

(Article B.3.9)

All signing Officers of Local 8111 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) Local President

The Local President shall:

- Be responsible for the conduct of the affairs and business of the Union, enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to be appealed to or by the membership).
- Have the same right to vote as other members.
- Is required to step down in favour of another temporary chair, if the President wishes to propose a motion or wishes to speak to a motion.
- Ensure that all Officers perform their assigned duties.
- Appoint and fill committee vacancies to ensure their proper functioning.
- Introduce new members and conduct them through the initiation ceremony.

- Shall be one of the signing authorities.
- Ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- Be allowed necessary and reasonable funds to reimburse any Executive
 Board members or any Union Officers for expenses incurred on behalf of the
 Local Union. Expense claims must be listed on a proper form outlining the
 expense, the reason for the expense, and with supporting receipt(s)
 attached.
- Have first preference as a delegate to the CUPE National, Airline Division and Canadian Labour Congress Conventions.
- Inform the Executive Board in all matters involving the overall operation of the Local Union.
- Report to the Executive Board and to the general membership all significant issues discussed with the Employer.
- Chair the Negotiating Committee, Labour Management Committee, Grievance Committee and serve on the Airline Division Council of Presidents (ADCP).
- Be a member ex-officio of all other committees and be responsible for coordination between the committees and the Executive Board.
- Be responsible for matters directly related to press releases, public relations and public statements.
- Arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the membership.
- Ensure motions passed at any membership meeting are acted upon in a timely and effective manner.

(Article B.3.1)

- Be responsible for the overall coordination of all grievances to ensure that grievances are filed with the employer and processed in a timely manner.
- File and process step 2 or higher grievances which may arise between its members and their employer or any policy grievance in accordance with procedures established with its Local.

(b) Local Executive Vice-President

The Local Executive Vice-President shall:

- Perform all duties of the Local President if the Local President is absent.
- Preside over membership and Executive Board meetings in the absence of the Local President.
- Be Acting Local President, if the office of the Local President falls vacant, until a new Local President is elected through a by-election.
- Serve on the Negotiating Committee, Labour Management Committee, and Grievance Committee.
- Be one of the signing authorities.
- Render assistance to any member of the Executive as directed by the Executive Board.

(Article B.3.2)

• Be an automatic delegate to all conventions and other functions if the President declines.

(Article B.3.2)

- File and process step 1 grievances which may arise between its members and their employer in accordance with procedures established with its Local.
- Will be responsible for the over-seeing of the Local's own CAIS system site.

(c) Local Secretary-Treasurer

The Local Secretary-Treasurer shall:

- Throughout the term of the Secretary-Treasurer, and on behalf of the Local membership, shall be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as records and supporting documents for all income received, and at all times be accessible to the Local President.
- Be responsible for supervision of the financial affairs of the Local.
- Be responsible for establishing and supervising proper accounting procedures in the receipt and disbursement of funds in accordance with the Local Bylaws.

- Prepare and submit to the Local Executive and membership, for approval of a budget of the anticipated revenue and expenses of the Local for the upcoming fiscal year, prior to the beginning of the fiscal year. This shall be done prior to the end of November in the current year.
- Report on the administration of their office at meetings of the Local Executive.
- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- 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 for all members admitted.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report for each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Local Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time and forward such audits to CUPE National. Respond in writing to any recommendations and concerns

raised by the Trustees.

- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Serve on the Negotiating Committee, Labour Management Committee, and Grievance Committee.
- Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by them during the preceding calendar year.
- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- 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.

(Articles B.3.4 to B.3.8)

(d) Local Recording Secretary

The Local Recording Secretary shall:

- Keep an accurate, full 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 reports presented by the Secretary-Treasurer. The record will also include Trustee reports.
- Admit no one to membership meetings but members in good standing or Officers and officials of CUPE, except on the order of the Local President and with consent of the members present.
- Maintain the record of membership attendance at meetings.
- Attend and record all Local meetings.
- Maintain an organized archive of meeting minutes, and other records.
- Keep an organized record of official correspondence.
- Serve on the Negotiating Committee, Labour Management Committee, and Grievance Committee.

- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or Auditors.

(e) Base Vice-President

The Base Vice-President shall:

- Preside over Base Membership Meetings.
- Report on issues from their Base to the Executive Board.
- Introduce new members and welcome them to the Local.
- Be responsible for the proper distribution of Union bulletins, publications and notices to the membership of their Base.
- Serve on the Negotiating Committee, Labour Management Committee, and Grievance Committee.
- Represent their Base at Executive Board Meetings.
- File and process grievances in a timely manner, in coordination with their Executive.

(f) Stewards

The Stewards shall:

- Perform all duties of the Base Vice-President, if the Base Vice-President is absent or the position falls vacant.
- Render assistance to the Base Vice-President as requested.
- Assist in investigating grievances in a timely manner, in coordination with the Base Vice-President.
- There shall be a maximum of one Steward per Base.
- Use of the Stewards shall be approved by the Local Executive and will receive reimbursement only when acting as the Base Vice-President.

(g) Local Trustees

The Local Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Local Secretary-Treasurer, and the committees at least once every calendar year.
- Make a written report of their findings to the first membership meeting following the completion of each audit.
- Submit in writing to the Local President 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 Local Secretary-Treasurer in an organized, correct, and proper manner.
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- Inspect at least once a year, any stocks, bonds, securities, office furniture, equipment, titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - i. Completed Trustee Audit Program
 - ii. Completed Trustees' Report
 - iii. Local Secretary-Treasurer Report to the Trustees
 - iv. Recommendations made to the Local President and Local Secretary-Treasurer.
 - v. Local Secretary-Treasurer response to recommendations

vi. Concerns that have not been addressed by the Local Union Executive Board

(Articles B.3.10 to B.3.12)

SECTION 10 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

(a) Nominations

- 1. President, Executive Vice-President, Secretary-Treasurer, and Recording-Secretary shall be elected by the membership as a whole for a term of two (2) years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years.
- 2. In odd years the President and Recording Secretary will be elected. In even years the Executive Vice-President and Secretary-Treasurer will be elected.
- 3. At the first election of Trustees, they shall be elected so that one (1) Trustee shall serve a period of three (3) years, one (1) Trustee shall serve a period of two (2) years, and one (1) Trustee shall serve a period of one (1) year. Each year thereafter the Local shall elect one (1) Trustee for a three (3) year period, or in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.

(Article B.2.4)

- 4. The Local President, in consultation with the Executive Board will, subject to the approval of the membership, appoint an Elections Committee no later than January 15th consisting of one (1) member per Base. Members of the Election Committee shall not be eligible to run for any office nor will they currently hold an Executive Board or Trustee position.
- 5. Notice of election shall be sent out no later than January 30th of the election year. Nominations and acceptance of nominations in writing can only be accepted from the Elections Committee. A scanned copy, and/or an email with all points referenced (Point 6 below) sent in via e-mail with both the candidate and nominators consent are acceptable. Nominations must be received no later than February 10th.
- Nominations will include:
 - (i) Name of Candidate
 - (ii) Position being sought
 - (iii) Statement from the Candidate accepting the nomination
 - (iv) Name of Nominator

- 7. Nominations for Base Vice-Presidents shall be as per Section 10 (c) 2.
- 8. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.

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

- 9. A member may accept nomination for a position while holding office. If successful in the election, their resignation from their current position will take effect at that time.
- 10. No member will be eligible for nomination if they are in arrears of dues and/or assessments.
- 11. When two (2) or more candidates have accepted a nomination, an electronic referendum vote will be held to determine the successful candidate. The candidate who receives the most votes (plurality) shall be declared elected. Where more than one nominee is to be elected to any office, 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.
- 12. The Elections Committee Chair, in consultation with the Secretary-Treasurer, shall establish a budget for the Elections Committee within ninety (90) days of the new fiscal year. The Elections Committee budget shall be subject to the approval of the Executive Board.
- 13. All votes shall be conducted electronically via Internet. The Elections
 Committee shall determine which electronic voting company will administer
 the vote. The Elections Committee shall be referred to as the
 "administrators".
- 14. The Elections Committee shall keep a list of eligible voters (Hereinafter referred to as the "Membership List").
- 15. The administrators of the vote shall be given clear instruction not to provide any information regarding the actual vote of any individual voter to any person.
- 16. The administrators will send, via personal email, a temporary personal identification number (the "PIN") to each member at the email address shown on the Membership List.
- 17. The Elections Committee shall establish the date(s) of voting in accordance with these bylaws. Voting will be held for five (5) calendar days.
- 18. The Elections Committee shall only provide technical assistance to any member who has difficulty with the voting procedures to register their vote by Internet.

- 19. A member on laid off status and still eligible for recall in accordance with the Collective Agreement shall maintain their status as a member in good standing and shall be eligible to vote.
- 20. The Elections Committee shall release the results of any election/vote within forty-eight (48) hours of the voting closure. The candidate/matter being voted on receiving the most votes (plurality) for the members voting shall be declared elected or in the case of a matter being voted on, either passed or not passed. In the event of a tie vote, the matter would move to another date for another election/vote to determine the winner or subsequently keep moving dates until a result can be determined.
- 21. All election complaints by members will be submitted in writing to the Elections Committee Chairperson as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven (7) calendar days after the election. 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.

(b) Local Elections

- 1. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to the Elections Committee in accordance with its responsibilities as confidential.
- 2. The candidate may request a verification of votes cast as per the "Membership List,"-for their election and a-verification 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).
- 3. All members performing duties on behalf of the Local Union shall, at the end of their term of office, deliver up to their successors all property and funds of the Union in their possession, including any digital account passwords and their contents within a reasonable time frame.

(c) Base Vice-Presidents and Stewards

1. The Base Vice-Presidents and the Stewards, shall be elected by vote of the membership of the Base(s) for a term of two (2) years or until a successor has been elected and installed, provided however, that no term of office shall be longer than three (3) years. Elections shall take place in odd numbered years.

- 2. The Elections Committee shall give notice to the affected Base members that they will be accepting electronic nominations. Nominations and acceptance of nominations in writing can only be accepted from the Elections Committee. A scanned copy, and/or an email with all points referenced (Section 10, Point 6) sent in via e-mail with both the candidate and nominators consent signatures are acceptable. Nominations must be received no later than April 1st, with the newly elected Officers in place no later than May 1st.
- 3. The one (1) base member and the Chairperson of the Elections Committee shall have the responsibility for conducting the elections.
- 4. Each candidate may appoint a scrutineer for the elections process. The scrutineer shall be the candidate's liaison person with the Elections Committee.
- 5. When two (2) or more candidates have accepted a nomination, an electronic referendum vote will be held to determine the successful candidate. The candidate who receives the most votes (plurality) shall be declared elected.
- 6. In the event of a tie vote, a second and subsequent electronic vote(s) will be taken, until a candidate receives the most votes cast and can be declared elected. In the event the tie vote persists, subsequent electronic votes may be deferred to a new voting period.
- 7. In the event a candidate is not satisfied that the election was held in accordance with these bylaws, the candidate may file a challenge with the Elections Committee within seven (7) days of the election. The challenge will be heard within fourteen (14) days of the election. The Elections Committee shall file a response to the candidate within seven (7) days of hearing the challenge.

(d) Installation of Officers

1. All duly elected Officers (President, Executive Vice-President, Recording Secretary and Secretary-Treasurer) shall be installed no later than April 1st of the officer's election year. The Base Vice-President and Stewards shall be installed at a Membership meeting held in April. The elected officers shall continue in office for two (2) years or until a successor has been elected and installed, provided however, that no term of office shall be less than one (1) year and no longer than three (3) 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. A an Officer of the Union, I will always promote the harmony and dignity of sessions by counsel and example. I also promise to turn over all propert the Union to my successor at the end of my term."	As f its	
		(Article 1	1.7(b))	
	3.	A transition period of five (5) calendar days will take place to allow the incoming Executive Board members time to complete the change. This transition time will take place no later than seven (7) days after the elect results have been released.	ion	
(e)	By-ele	ections		
		d an office fall vacant six (6) months or less to the end of the term, a byon will be held within three (3) months of the remaining term.		
		e than six (6) months is remaining in the term, than an election shall be h three (3) months of the position becoming vacant.	eld	
SECTION 11 – FEES, DUES AND ASSESSMENTS				
(a)	Initiat	ion Fee		
	memb applica Secret (\$2.00	ent of initiation fees is a tangible confirmation of the desire to become a per of your Local Union and the Canadian Union of Public Employees. Ea ation for membership in the Local Union will be directed to the Local tary-Treasurer and will be accompanied by an initiation fee of two dollars 0) which shall be in addition to monthly dues. The Local Secretary-Treasursule a receipt. If the application is rejected, the fee shall be returned.		
		(Articles B.4.1. and	B.8.2.)	
(b)	Readr	mission Fee		
	The re	eadmission fee shall be two dollars (\$2.00). (Article	B.4.1.)	

(c) Monthly Dues

The monthly dues shall be one and a half percent (1.5 %) of regular wages.

(Article B.4.3.)

(d) Amending Monthly Dues

The regular monthly dues may be amended at a Regular or Special Membership Meeting by a referendum vote. The voting will be conducted by an electronic voting system. Notice of at least seven days at a previous meeting or 60 days in writing must be given. The Employer will be notified in writing of any monthly dues amendments to be adjusted with an appropriate effective date.

(Article B.4.3.)

(e) 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.)

(f) Minimum Funding

The Canadian North Local 8111 will receive supplemental funding from the Airline Division Defence Fund to ensure a minimum annual funding is achieved as reflected in the Airline Division Bylaws. Local 8111 will follow the criteria within the Airline Division Bylaws for the Airline Service Division to determine if the supplemental funding is required. The Airline Division shall supplement Local 8111 the required funding each month as set out in the Airline Service Division Bylaws. (Article A.5.1 of these Bylaws)

SECTION 12 – NON PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The member may return to membership in good standing by paying a readmission fee. The readmission fee will not be applied in a discriminatory or arbitrary manner.

(Article B.8.6)

SECTION 13 – EXPENDITURES

(a) Payment of Local Union Funds

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

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a Regular or Special Membership Meeting;
- When these bylaws approve the expenditure;
- Through a vote of the majority of members present and voting at a Regular or Special Membership Meeting;
- Have all expenditures over one thousand dollars (\$1,000) (excluding day to day operating expenditures such as per capita) approved by the majority of members present at a regular Union meeting. Approved expenditures under one thousand dollars (\$1,000) will be reimbursed with receipt and expense voucher.

(b) Payment of Per Capita Tax and Affiliation Fees

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

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

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than one hundred dollars (\$100), a motion must be passed by a majority of members present and voting at a Regular or Special Membership Meeting.

(d) No Officer or member of Local 8111 will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these bylaws.

SECTION 14 – OUT-OF-POCKET EXPENSES

Local Union Officers and Committee Members shall be provided an out-of-pocket and/or per diem expense allowance as follows and anytime Union Business is conducted. Accommodation(s) shall not be provided for Officers/Committee Members should the work take place within fifty (50) km of their residence unless for health and safety reasons. No Officer/Committee Member shall suffer a financial decrease in order to perform Union Business. It is understood that all Officers/Committee Members will exercise fiscal responsibility when claiming out-of-pocket expenses. Should the above/below mentioned out-of-pocket and/or per diem expenses drop below that of the Collective Agreement and/or Canadian North policy and/or Canada Labour Code, the greater of either shall apply for reimbursement;

Officers of the Executive Board shall receive a monthly flat rate reimbursement as follows:

South of 55 degrees north latitude \$250.00 North of 55 degrees north latitude \$300.00

- Actual accommodation costs, and all efforts will be made to book hotels that also provide a gym.
- Transportation/parking expenses reimbursed with receipts.
- If using your own vehicle for Union approved business, mileage will be paid at the current government (CRA) rate per kilometre at home and away from base.
- Where a rental vehicle is used the entire cost of the rental vehicle/fuel will be covered.
- Childcare, Dependent Care, Elder Care, expenses will be reimbursed to a maximum of thirty-five dollars (\$35.00) per day to a maximum of two hundred fifty dollars

(\$250) per month, when on approved Union Business. Receipts are required;

Claims will not be paid for a spouse, partner, or a family member who normally
provides care without financial compensation. Claims will not be paid for periods of
time where a member of the Executive would normally have paid for care;

Per Diem

- a) Should the expenses exceed \$400 in a month, the Executive Board will discuss reimbursement in exceptional circumstances.
- b) All out-of-pocket expenses shall be paid in the currency in which they were incurred. If outside of Canada, per diems shall be paid in either Canadian Dollars or the currency of the country in which they were incurred, whichever is greater. Prior Executive Board approval is required for out of country expenses.
- c) Any expenses submitted ninety (90) days after being incurred will not be considered for payment by Local 8111 unless extenuating circumstances exist. In such events, an individual must provide in writing to the Local 8111 Executive Board the reason for the delay. A motion shall then be presented to the Executive for approval.
- d) Any expenses submitted to Local 8111 Secretary-Treasurer will be reimbursed within twenty-one (21) days.

Flight Releases

All Flight Releases must have the approval of the President or recognized designate. The reason for the Flight Release must be included. Flight Release of more than ten (10) days in a blocked month will require the approval of the Local Executive Board and as per the local budget as applicable.

SECTION 15 – CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents, elderly, are barriers to actively participating in the Union or to attending membership meetings. Local 8111 is committed to removing barriers within its control so that all members have equal access to participation.

SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

- a) The President shall have first preference as a delegate to the CUPE National, Airline Division and Canadian Labour Congress Conventions.
- b) Representation at conferences and educational seminars shall be at the discretion of the Executive Board. The Local shall endeavour to provide equal educational opportunities per capita by Base. Expenses shall be paid in accordance with Section 14. Any member selected to attend a conference or educational seminar will be expected to use the information for the good of the Local.
 - All delegates attending conventions, conferences, or educational courses/workshops, shall be paid out-of-pocket expenses as per Section 14.
- c) Local 8111 encourages the participation of all equity-seeking groups in their delegation to conventions, conferences, and educationals.

SECTION 17 – COMMITTEES

All Committees will operate under the direction of the Executive Board and the membership consistent with these Bylaws. Committee membership will be by election at the Base meeting or by appointment as specified in the Committee description. Where Committee members are to be appointed, the membership will be canvassed to determine who would be interested in participating before appointments are made. Vacancies will be filled at the next membership meeting. The Local President in consultation with the Executive Board will appoint the Committee Chair persons, except where otherwise stated. Each Committee will establish its own working procedures and record them for the convenience of new members appointed to the Committee. Each Committee will elect its own Secretary from among its members. Committees will regularly deliver reports to the Executive Board and the membership and will prepare written copies of these reports for the convenience of the Recording Secretary.

(a) Negotiations Committee

i. The Negotiations Committee will be comprised of 5 officers of the Executive board. The President shall be the chairperson of the committee. There must be one member of the committee from each base. Any additions or deletions of negotiating members will be decided by the executive.

- ii. The CUPE Representative(s) assigned to the Local 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.
- iii. The Negotiations Committee shall have the authority to bargain a Memorandum of Settlement for a new Collective Agreement. The Memorandum of Settlement shall be presented to the membership for ratification.

(b) Labour Management Committee

The Labour Management Committee shall be comprised of:

- i. The Local President
- ii. Executive Vice-President
- iii. Secretary-Treasurer
- iv. Recording Secretary
- v. Base Vice-President Ottawa
- vi. Base Vice-President Igaluit
- vii. Base Vice-President Calgary
- viii. Base Vice-President Edmonton
- ix Base Vice-President Yellowknife

It is the function of the Committee to maintain, improve and defend the working conditions of the Members and to promote labour relations that will, to the greatest extent possible, meet the needs of the Flight Attendants and the Employer. The executive board shall determine the attendees at each Labour Management Meeting.

Labour Management agenda items will be solicited from each Officer prior to the meeting.

(c) Joint Occupational Health and Safety Committee

It is the function of this Committee to maintain and improve safety in the workplace through the enforcement of Canada Labour Code Part II and the Occupational Health and Safety Act (Federal) and its Regulations and the Collective Agreement provisions on safety. Members shall be appointed by the Executive Board to represent the Health and Safety Concerns of the membership per Base. One additional member will serve on Policy Health and Safety Committee and the others will serve on Joint Health and Safety

Committees. It is preferable to have one (1) alternate for each position.

This Committee will:

- Work to educate members on the importance of workplace health and safety.
- Prepare and present reports to the Regular Membership Meetings.
- Organize an April 28 Day of Mourning ceremony each year.
- Participate on the Joint Health and Safety Committees (JHSC) at their workplace.
- Ensure that the worker representatives on the JHSC meet separately from the employer to prepare for meetings with the employer.
- Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
- Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
- Work to eliminate all workplace hazards, be they physical, environmental, or social.

Members of this Committee should be designated as a "Certified Worker Representative" in accordance with the legislation in their respective jurisdictions (provincial, territorial, federal).

(d) <u>Grievance Committee</u>

The Grievance Committee shall be comprised of:

- i. The Local President
- ii. Executive Vice-President
- iii. Secretary-Treasurer
- iv. Recording Secretary
- v. Base Vice-President Ottawa
- vi. Base Vice-President Igaluit
- vii. Base Vice-President Calgary
- viii. Base Vice-President Edmonton
- ix. Base Vice-President Yellowknife

It is the function of this Committee to process all grievances not settled at the initial stage, submit a copy to the CUPE National Representative(s) including supporting documentation and report to Regular Membership Meetings, Executive Board and National Representative(s). Grievances must be in writing and signed by a Local Officer, as provided for in the Collective Agreement.

This Committee will:

- Oversee the handling of all Local grievances.
- Receive copies of all grievances.
- Prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative(s) and at all Regular Membership Meetings.
- When a Grievance is not settled in the initial steps provided for in the Collective Agreement, this Committee will decide whether or not the Grievance should proceed to Arbitration.
- If the decision is to not proceed, the grievor(s) may appeal the decision to the Executive Board.

(e) Elections Committee

An Elections Committee shall be appointed no later than January 15th each year and its mandate shall be to conduct any elections necessary during that year. The Committee shall consist of one (1) member from each Base. The Election committee members will not be candidates in any election during their term.

The President, in consultation with the Executive Board will, subject to the approval of the membership appoint one (1) member of the Elections Committee as the Elections Committee Chairperson. The CUPE National Representative(s) assigned to the Local shall be a non-voting member of the Committee.

(f) Special Committees

Special Committees may be established for a specified purpose and period by the Executive Board. The members shall be appointed by the President and/or the Executive Board or elected at Regular Base Membership Meetings.

(g) Good of the Union Committee

This Committee will:

- Arrange and conduct all social, cultural, and recreational activities of the Local Union, either on the committee's own initiative, as a result of decisions taken at membership meetings or as directed by the Executive Board.
- Reach out to members who are ill.
- If a member is ill for more than a week, arrange some token of the Base(s) and/or Union's concern and desire to help, whether the member is at home or is in the hospital.
- Extend the Local Union's condolences in the event of the death of a member or one of their immediate family, and make other appropriate gestures in accordance with custom or wishes of the family concerned.

The Committee shall submit reports and proposals to the Executive Board or to the membership as required. 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. The Committee will consist of one (1) member per Base. The President will appoint a Chairperson to the Committee.

(h) Blocking Committee

The role of this committee is to participate in the monthly block building process and ensure it adheres to the applicable Articles of the Collective Agreement as well as established accepted best practices contained in the Blocking Guidance document. This committee will also review the reconciled blocks on a monthly basis and investigate/action any errors. This Committee will act as a liaison between the Local Executive Board and Crew planning regarding blocking concerns. This committee shall meet virtually as required, but at least once per year.

This committee will consist of:

- YEG Blocking Representative
- YOW Blocking Representative
- YZF Blocking Representative
- YYC Blocking Representative
- YFB Blocking Representative

Amongst themselves they will determine a Chairperson and Secretary. The

Executive Board, at their discretion, may combine no more than 2 of the of the above positions as required. The reasons for their decision will be recorded in the minutes.

The members of this committee will be appointed by the Executive Board no later than May1st of years in which the Local President position is due for election.

Members of this committee shall be entitled to reimbursement for internet use at the rate of \$15 per day that they perform duties, to a maximum of \$60 per month. All expenses of this committee must be approved in advance by the Local Executive Board.

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SECTION 18 – 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 19 – RULES OF ORDER

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

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

SECTION 20 – 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 (7) days before at a previous membership meeting or sixty (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 ninety (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 21 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 8111 Bylaws, either in paper format and/or in electronic format.

Appendix A

CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

Appendix B

CODE OF CONDUCT

Local 8111 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Local 8111 strives to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

Local 8111 is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Local 8111 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Local 8111 expects that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct for Local 8111sets out standards of behaviour for members at meetings, and all other events organized by Local 8111. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As members of Local 8111 we commit to one another and to the Union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement;
- Respect the views of others, even when we disagree;
- Recognize and value individual differences;
- Communicate openly;
- Support and encourage each other;
- Make sure that we do not harass or discriminate against each other;
- Commit to not engaging in offensive comment or conduct;
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating; and

 Take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events.

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

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

- 1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
- 2. Once a complaint is received, a designated Officer of the Local Union will work to seek a resolution.
- 3. If this fails to resolve the matter, the designated Officer of the Local Union shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of Local 8111, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

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

Appendix C

RULES OF ORDER

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

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

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