

**CUPE 4705 BYLAWS Amendments**  
**Proposed by the Bylaw Committee drafted June 2018.**

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**6.04 - OFFICERS**

Old Language:

Any Officer of the Local Union shall relinquish his/her Office upon ceasing his/her employment with his/her respective employer.

New Language:

Any Officer of the Local Union shall relinquish his/her Office **and all Union Property** upon ceasing his/her employment with his/her respective employer.

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**7.08 - EXECUTIVE BOARD**

Old Language:

Should any of the Officer, Steward or Committee member take a job outside the scope of the bargaining unit for any period of time where the Officer, Steward or Committee member will be required to supervise members of a bargaining unit within the jurisdiction of the Local Union for any period of time, the Officer, Steward or Committee Member shall be relieved of their Union responsibilities and the Secretary Treasurer shall be notified immediately. The position shall be filled in accordance with the provisions of these By-laws.

New Language:

Should any of the Officer, Steward or Committee member take a job outside the scope of the bargaining unit for any period of time where the Officer, Steward or Committee member will be required to supervise members of a bargaining unit within the jurisdiction of the Local Union for any period of time, the Officer, Steward or Committee Member shall be relieved of their Union responsibilities and the Secretary Treasurer shall be notified immediately. The position shall be filled in accordance with the provisions of these By-laws.

**The definition of an Officer, should reflect the strict interpretation of the National Constitution, which defines officers as Table Officers, followed by Section Chairs and other representatives. The Union therefore believes, that by virtue of your Union duties, any person working outside the scope of their Collective Agreement, for any period of time, would be deemed to be no longer an officer of the Union, and would relinquish all duties, powers and responsibilities associated with the Union.**

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#### **8.05 - Recording Secretary shall p):**

Old Language:

p) the Recording Secretary shall have the ability to appoint a replacement;

New Language:

**p) the Recording Secretary shall be replaced by a member possessing adequate skills, training and knowledge authorized by the President or designate, appointed to the position on a short term temporary basis, during periods of absence of the elected Recording Secretary, to maintain the functions and operations of the Local's day to day business;**

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#### **New - 8:06 s) - The Secretary Treasurer shall:**

**s) The Treasurer will ensure that all expense claims paid out for the purpose of attending to the Local's Business shall be approved by the Local President, or Vice President in the absence of the President. The President's expenses shall be reviewed and approved by two other Executive Board Members as designated by the Executive board, one of whom shall be the Treasurer of the Local.**

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### 12.03 – Elections a)

Old Language:

a) When an election is to be held, the Executive Board shall appoint an Election Committee of five members at least one month prior to the opening of nominations. 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. The Election Committee shall elect one of the five members as the Chief Returning Officer. The Election Committee shall conduct the election(s) working with a firm selected by the Executive Board to conduct electronic voting. The Executive Board shall select the firm to conduct electronic voting at least two months prior to nominations opening.

New Language:

a) When an election is to be held, the Executive Board shall appoint an Election Committee of **three** members at least one month prior to the opening of nominations. 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. The Election Committee shall elect one of the five members as the Chief Returning Officer. The Election Committee shall conduct the election(s) working with a firm selected by the Executive Board to conduct electronic voting. The Executive Board shall select the firm to conduct electronic voting at least two months prior to nominations opening.

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### 12.06 - Trustees

Old Language:

At the Regular Membership meeting in September of each year, nominations shall be held for the position of Trustee (three year term). Where elections of Trustees do not coincide with the term of office for Local Union elections as per By-Law 12:05, secret ballot elections shall be held at the Regular Membership meeting in November of each year. A plurality of unspoiled ballots cast shall be sufficient to elect any candidate. In case of a tie vote, there shall be a second ballot run off from amongst the tied candidates. In even numbered years nominations and elections for the trustee position shall be conducted as per By-Law 12:04.

New Language:

At the Regular Membership meeting in September of each year, nominations shall be held for the position of Trustee (three year term). Where elections of Trustees do not coincide with the term of office for Local Union elections as per By-Law 12:05, secret ballot elections shall be held at the Regular Membership meeting in November of each year. A plurality of unspoiled ballots cast shall be sufficient to elect any candidate. In case of a tie vote, there shall be a second ballot run off from amongst the tied candidates. In even numbered years nominations and elections for the trustee position shall be conducted as per By-Law 12:04.

**In order to ensure efficient, transparent and responsible use of the locals time, resources and moneys, an Alternate Trustee will be elected in coordination with Executive Board elections and a term of 2 years to replace, as required, any dully elected Trustee who is unable to perform their duties based on the review schedule set out by the Local Treasurer due to, vacations or any other legitimate factors which would prevent the elected member from serving in their official capacity. The Treasurer of the Local, with permission of the President, will have the power to call upon the Alternate as required, after all other options have been exhausted.**

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## **12.07 – By-Election**

Old Language:

### **By-Election:**

Should an office fall vacant pursuant to these By-Laws or for any other reason, the resulting by-election should be conducted as quickly as possible. Table officers will be nominated and elected at General Membership and / or Special General Membership meetings, and Sectional vacancies shall be dealt with at Sectional meetings and / or Special Sectional Meetings.

New Language:

**New Language - By-Election -**

**Should an office fall vacant pursuant to these By-Laws or for any other reason, the resulting by-election shall be conducted as quickly as possible.**

**The President or Vice President acting in their place or the next senior table officer, will request at the Nomination Meeting, the recall of the Local's Chief Returning Officer and the Election Team elected for the purposes of as last bi-annual General Election to conduct the current by-election proceedings in a fair, transparent and diligent manner for the Membership.**

**Nominations for Table officers will be accepted at a General Membership and / or Special General Membership meeting called for electoral purposes within 10 working days of the vacancy occurring within the Local.**

**Following the nominations for the vacancy being duly received in person or by proxy by the Membership at the General Membership and / or Special General Membership meeting, the Local President or Vice President acting in their place, or the next senior table officer of the Local shall call a by-election date within 10 calendar days at the nomination meeting. Notice will be sent out as quickly as possible via all regular communications mediums used by the local to inform the membership of the by-election date and candidates.**

**On the date selected for the by-election, a poll or polls shall be open to Membership to vote. Extended poll hours as determined by the Executive Board to accommodate shift workers' schedules will be made available at the Union Hall to allow all members to cast a paper ballot for the candidate of their choice.**

**No Proxy ballots will be accepted in the name of any member for the purposes of a by-election vote.**

**Sectional vacancies shall result in a by-election called as quickly as possible, scheduled for a Sectional meeting and / or Special Sectional Meeting, where nominations and elections shall occur in sequence at the same meeting. Notification of the results of all Sectional by-elections shall be provided to the Executive Board within 5 calendar days of the by-election.**

**By resolution of the Executive Board, by-elections for table officer positions, shall not take place if there is less than 3 months remaining in the term of the Officers as per Section X of these bylaws.**

### 13.01.2 - DELEGATES TO CONVENTION AND CONFERENCES

Old Language:

The President has the first right of refusal to attend Conventions. Should additional delegates be required then the names shall be selected through a random draw of the remaining Executive Board Members who, relative to other Executive Board Members, have not had an opportunity to attend a Convention during their elected term. Should the need arise where sufficient numbers of the Executive Board members are not able to attend Conventions, then the remaining delegates shall be elected at large from amongst the members present at the General Membership Meeting. Conventions are identified as C.U.P.E. National, C.U.P.E. Ontario, CLC, and OFL.

New Language:

The President has the first right of refusal to attend Conventions. Should additional delegates be required **the Executive Board will determine, based on budgetary allocation, how many members will attend any given Convention deemed appropriate to attend by the Local. Furthermore, if the Convention in question focuses on interests, campaigns or relevant education to a given section, sector or job description within the Local's membership, up to 50% of the delegation selected to attend, may be selected from the membership at large to attend the convention in lieu of Executive Board Members. The General Members selected at large, by the Executive Board, will be members in good standing and will have demonstrated a commitment to the growth and development of the Local and our Union. Candidates selected at Large will be asked to submit in writing to the Executive Board a short request to attend any Convention, describing their job classification and the merits, skills and knowledge they can bring back to the Local by their attendance. Any remaining vacancies will** then be selected through a random draw of the remaining Executive Board Members who, relative to other Executive Board Members, have not had an opportunity to attend a Convention during their elected term. Should the need arise where sufficient numbers of the Executive Board members are not able to attend Conventions, then the remaining delegates shall be elected at large from amongst the members present at the General Membership Meeting. Conventions are identified as C.U.P.E. National, C.U.P.E. Ontario, CLC, and OFL.

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### 13:01.3 - DELEGATES TO CONVENTION AND CONFERENCES

#### Old Language:

The President has first right of refusal to attend Conferences. Additional attendance at Conferences shall be determined by the Membership upon a recommendation by the Executive Board. The Executive Board shall consider the following: (i) Funds available (ii) Executive Board Members who have representation right for the jurisdiction, such as the Sectional Chair of a Bargaining Unit within the relevant jurisdiction (iii) Members who hold a position relevant to the Conference. For example, an OMECC Area Representative is a relevant position for an OMECC Conference (iv) Those other individuals who represent members in that jurisdiction Notwithstanding the President's first right of refusal, Conference delegates must be from the relevant jurisdiction. Furthermore, and unless no other members are eligible to attend, eligibility for attendance at Conferences is conditional upon having a fifty percent (50%) attendance rate at the General Membership Meetings or the Sectional Meetings in the twelve (12) months preceding the date of the membership's vote on the Executive Board's recommendation. For the purpose of this section, members who have submitted an "Absent with Cause Form" as per Appendix B are considered to be in attendance at the relevant meeting. The attendance requirement is effective as of December 8th, 2011. Delegates attending conventions or conferences are required to submit a written delegates report to the Executive Board no later than 1 month following the convention or conference.

#### New Language:

The President has first right of refusal to attend Conferences. Additional attendance at Conferences shall be determined by **the Executive Board, emphasizing attendance of members who possess relevant skills, knowledge and job descriptions appropriate to the conference events being considered for attendance.**

The Executive Board shall consider the following:

- (i) Funds available **for the delegation as budgeted for annually**
- (ii) Executive Board Members who have **a legitimate link and responsibility for representation for a specific jurisdiction represented at the conference; i.e. -** Sectional Chair of a Bargaining Unit within the relevant jurisdiction
- (iii) Members who hold **any elected positions** relevant to the Conference. **I.e. - an OMECC Area Representative is a relevant position for an OMECC Conference, CACO Regional Representative etc.**
- (iv) Those **members who work and hold job descriptions relevant to given jurisdiction represented at the conference event.**

Notwithstanding the President's first right of refusal, **any** other members **deemed** eligible to attend Conferences **will be subject to** attendance rates **of 50%** at the **Executive Board Meetings**, General Membership Meetings or the Sectional Meetings in the twelve (12) months preceding the date of the membership's vote on the Executive Board's recommendation.

For the purpose of this section, members who have submitted an "Absent with Cause Form" as per Appendix B are considered to be in attendance at the relevant meeting. The attendance requirement **has been** effective **and in force since** December 8th, 2011.

Delegates attending conventions or conferences are required to submit a written delegates report to the Executive Board no later than 1 month following the convention or conference. **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.**

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**NEW Language presented as 13:01.4**

**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. Contained within the report will be a confirmation of their attendance at sessions, meetings or training opportunities offered at the event. 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.**

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#### **14.4 B- BARGAINING UNIT STANDING COMMITTEES - Health & Safety Committee iii)**

Old Language:

This Committee shall maintain the spirit of the Occupational Health and Safety Act; shall identify, evaluate and recommend a resolution for all matters pertaining to health and safety in the workplace; ensure adequate education and training programs are provided in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act; deal with any Health and Safety matter relating to regulations, policies, designated substances, W.H.I.M.I.S and related acts.

New Language:

[14.4 - B] (iii) Health & Safety Committee This Committee shall maintain the spirit of the Occupational Health and Safety Act; shall identify, evaluate and recommend a resolution for all matters pertaining to health and safety in the workplace; ensure adequate education and training programs are provided in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act; deal with any Health and Safety matter relating to regulations, policies, designated substances, W.H.I.M.I.S and related acts.

**Notwithstanding the above, as per the recommendation of the Ministry of Labour of the Province of Ontario's recommendation dated XXXX; the Health and Safety Committees of the City of Greater Sudbury's Inside and Outside Units shall be governed by the Terms of Reference established by the members of said committee which shall also take into account all the legislative elements noted above in these bylaws.**

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**Policy Paper #2 - Shall be updated to new rates by the Treasurer.**

**POLICY PAPER #2: Officer's Out-Of-Pocket Expenses (2018)**

The Officers of the Local Union shall be reimbursed for out-of-pocket expenses in the following

manner:

President: \$4,675.08 per annum-issued quarterly

Vice-President: \$2,671.68 per annum-issued quarterly

Recording Secretary: \$3,996.24 per annum-issued quarterly

Secretary Treasurer: \$3, 432.02 per annum-issued quarterly

Sectional Chair: (1-10 members in bargaining unit)

\$1,002.31 per annum-issued quarterly

(11-200 members in bargaining unit)

\$1,335.25 per annum-issued quarterly

(200 + members in bargaining unit)

\$2,337.52 per annum-issued quarterly

Sectional Co-Chair: \$1,335.25 per annum issued quarterly

Chief Stewards: \$1,002.31 per annum issued quarterly

Sergeant at Arms: \$534.31 per annum-issued quarterly

On every January 1st these rates shall increase by an amount equal to the average general wage increase for all bargaining units coming under CUPE and Its LOCAL 4705 in the preceding calendar year.

Representation of bargaining units without Sectional Chairs shall be deemed part of the President's regular duties.

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### Policy Paper #3: Credit Cards

Old Language:

POLICY PAPER # 3: Credit Card C.U.P.E. and its Local 4705 shall be the Holder of credit cards under one account number. Credit cards shall be entrusted to the President, Vice-president, Secretary Treasurer, Recording Secretary, Sectional Chairs and Sectional Co-Chairs (where applicable) The Local Union's credit cards shall be used for the sole purpose of paying expenses related to the affairs of the Local Union. Some examples of such expenses would be hotel rooms for conventions or negotiations, travel, or meals in place of a Per Diem. The Secretary Treasurer shall be responsible to ensure all outstanding monthly credit card balances are paid promptly so as to avoid interest charges. When the credit card is used for meals, the gratuity paid is limited to a maximum of 15%.

New Language:

### POLICY PAPER #3: Credit Card

C.U.P.E. and its Local 4705 will provide as required to members of the Executive Board a credit card in their name, for the purpose of the Local's business needs. Credit cards shall be entrusted to the President, Vice-president, Secretary Treasurer, Recording Secretary, Inside / Outside Unit Sectional Chairs and Sectional Co-Chairs **and all Unit Sectional Chairs** by virtue of their positions.

For Units of the Local with under 50 members, the Sectional Chair may request **that a credit card not be issued if they believe there will not be a significant need. The Sectional Chair may however, without penalty request a Card be issued in order to conduct Union Business at any point with the approval of the Executive Board.**

The Local Union's credit cards shall be used for the sole purpose of paying expenses related to the affairs of the Local Union.

Typical examples of expenses could be, but are not limited to:

- Hotel rooms for conventions or negotiations
- Approved travel expenses
- Meals in place of a Per Diem payment (When the credit card is used for meals, the gratuity paid is limited to a maximum of 15%).

*New Language Reconciling Credit Card Monthly Bills to add:*

**The Secretary Treasurer shall be responsible to ensure all outstanding monthly credit card balances are paid promptly so as to avoid interest charges to the Local.**

**Each credit card will be issued to the Executive member with the following understanding and expectations:**

**1- Each expense charged to the Union Credit Card will be subject to review by the Secretary Treasurer who will highlight any unauthorized purchases or discrepancies to the Executive Board for review.**

**2- Each expense will be submitted with the appropriate receipt to the Treasurer within 2 weeks of the charge accounting for the time, date, place and purpose of the expense notated in detail on an authorized Local claim sheet for processing and payment by the Treasurer.**

**3- Expenses relating to conference, conventions or other authorized Union Activities will be filled as per point #2.**

**Failure to complete the reconciliation of expenses as per the process noted above will result in a warning being issued by the Secretary Treasurer to the cardholder upon a first occurrence, if a second occurrence occurs the card will be locked by the Treasurer, upon a third occurrence the Executive Board will be brought a motion to cancel the card for the Executive member having failed to remain accountable for Union property.**

**The Executive Board of the Local reserves the right to suspend any Executive Member's credit card that is deemed to have been misused for any reason.**

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**New Language to Add to Policy Paper #4 -**

**NEW - Full Day Book offs vs. 1/2 day book offs for expenses incurred**

**h) In the event that member of the Union is booked off for more than 4hrs (or half a work day, depending on the schedule of the member in question), expense claims will be limited to wages and benefits. No expenses for meals or incidentals will be eligible for reimbursement.**

**The Executive Board reserves the right to award full reimbursement for special circumstances or requested work of a member on a case by case basis.**

**\*Note - to re-label remaining statements made to end at the letter l)**

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**New h)**

**In the event that member of the Union is booked off for more than 4hrs (or half a work day, depending on the schedule of the member in question), expense claims will be limited to wages and benefits. No expenses for meals or incidentals will be eligible for reimbursement.**

**The Executive Board reserves the right to award full reimbursement for special circumstances or requested work of a member on a case by case basis.**

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**Policy Paper #4f)**

Old Language: Members attending to Union Business requiring overnight stay shall receive a Per Diem of one hundred dollars (\$100.00) per day

New Language: Members attending to Union Business requiring overnight stay shall receive a Per Diem of seventy five dollars **(\$80.00)** per day

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**Policy Paper #4g) -**

*Old Language:*

g) Members attending to Union Business within the City of Greater Sudbury, incurring out of pocket expenses shall be reimbursed for said expenses upon submission of receipts for said expenses up to a maximum of thirty dollars (\$30.00) per day excluding parking. Executive Board Members shall be diligent in keeping expenses to a minimum by purchasing meals and paying out of pocket expenses only as needed for members who are booked off for union business for the full day as per their leave of absence;

*New Language:*

g) Members attending to Union Business **which prevent them from maintaining a regular work schedule due to the requirements put upon them of their positions as elected or serving union representatives in their bargaining units** within the City of Greater Sudbury; incurring out of pocket expenses; shall be reimbursed for said expenses upon submission of receipts for said expenses up to a maximum of thirty dollars (\$30.00) per day excluding parking.

Executive Board Members shall be diligent in keeping **all additional** expenses to a minimum. **Permission for** purchasing meals and paying out of pocket expenses **shall be authorized on a case by case basis by the President or their designate and** only as needed for members who are booked off for union business for the full day as per their leave of absence;

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#### **Financial Updates:**

c) mileage rate as per **CUPE Ontario policy**.

j) Renamed to from *Basic Internet* to *Telecommunications Costs* + **(\$40.00 per month – to be reviewed periodically)**

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#### **Policy Paper #5 - Strike Appeals and Financial Appeals**

*Old Language:*

**FINANCIAL APPEALS** The Local, throughout the year, will receive numerous requests for financial appeals. Financial appeals cover a varied group of affiliates and non-affiliates.

The Executive Board may at their discretion provide the following assistance.

1. Up to \$250.00 for C.U.P.E. and its Local 4705 members
2. Up to \$50.00 for C.U.P.E. Local Unions within the Province of Ontario & within Canada
3. Up to \$25.00 for all other non-affiliates

*New Language:*

**FINANCIAL APPEALS** The Local, throughout the year, will receive numerous requests for financial appeals. Financial appeals cover a varied group of affiliates and non-affiliates.

The Executive Board may at their discretion provide the following assistance.

1. Up to \$250.00 for C.U.P.E. and its Local 4705 members
2. Up to **\$150.00** for C.U.P.E. Local Unions within the Province of Ontario & within Canada
3. Up to **\$100** for all other non-affiliates, **organizations, registered local charities, purpose driven fundraising causes.**

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### **Policy Paper #6 - Good and Welfare of the Local Union's Members**

*Old Language:*

RETIREMENT BENEFIT Every Member at the time of normal retirement shall be entitled to a retirement gift from the Local Union in the amount of four hundred dollars (\$400.00) effective January 1, 2015.

*New Language:*

RETIREMENT BENEFIT Every Member **of the Local who has contributed dues on a Full Time or Part Time Basis throughout their working tenure in the Union and has officially filed for Retirement with their Employer as per their Section's Collective Agreement, shall** at the time of normal retirement, be entitled to a retirement gift from the Local Union in the amount of four hundred dollars (\$400.00) effective January 1, 2015.

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### **Policy Paper # 9 - Union Accounts**

As per the direction of the Executive Board, Policy Paper Number #9's original proposal is being withdrawn. Matters dealing with the Mortgage and the re-allocation of other funds from the Union's reserved accounts will be revisited in 2019, once the new executive is elected and in place at budget time.