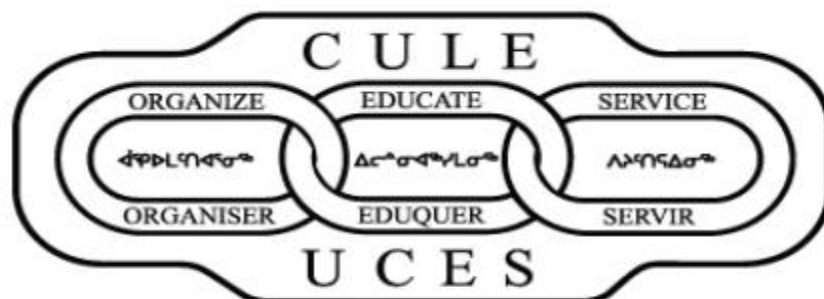


Canadian Union of Labour Employees –

**Union Canadienne des Employés de Syndicats
(CULE – UCES)**

**Constitution
and
Regulations**

November 2019 Edition



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CONSTITUTION
of the
Canadian Union of Labour Employees –
Union Canadienne des Employés de Syndicats
(CULE – UCES)

As adopted
at the

Inaugural Convention – January 21 & 22, 2006
at Varadero, Cuba

and as amended,

Mail Ballot – February 2007
Second Convention – January 16 & 17, 2010,
at Varadero, Cuba

Third Convention – May 11, 12 & 13, 2018,
at Banff, Alberta, Canada

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First Edition January 2006

Second Edition February 2007

Third Edition January 2010

Fourth Edition May 2018

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DEFINITIONS

Bargaining Units	CULE-UCES is the bargaining unit for both classification groups of Unit I and Unit II.
CULE-UCES I	Represents members from the Officers group classifications.
CULE-UCES II	Represents members from the Administrative group classifications.
Days	Means calendar days unless otherwise specified.
Equity Groups	CULE-UCES recognizes 4 Equity Groups: <ul style="list-style-type: none">• Indigenous members• LGBTQ2* members• Members with Disabilities• Racialized members
Fiscal Year	January 1 st to December 31 st
Indigenous Members	Aboriginal Peoples of Canada who identify as being First Nations, Inuit or Métis. Members of First Nations include: status, treaty or registered, as well as non-status and non-registered.
LGBTQ2* Members	Acronym commonly used for Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Two-Spirit, and others. Used to refer to a population of people united by having gender identities or sexual orientations that differ from the heterosexual and cisgender majority.
Member in Good Standing	All CULE-UCES members are deemed to be members in good standing, as per the CULE-UCES Collective Agreement.
Members with Disabilities	A person with a disability is someone who has a persistent physical, mental, psychiatric, sensory or learning disability, visible or invisible, and <ul style="list-style-type: none">• the person considers themselves to be disadvantaged in employment by reason of that disability, or• the person believes that an employer or potential employer is likely to consider the person to be disadvantaged in employment by reason of that disability. This definition includes persons whose functional limitations, due to their disability, have been accommodated in their current job or workplace.
Membership Meetings	Membership meetings shall be meetings to which all CULE-UCES members are entitled to attend.

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NEU	Nunavut Employees Union
Racialized Members	A racialized person is anyone, other than Indigenous Peoples, who are non-white in colour or non-Caucasian in race, regardless of birth.
Self-identify	A voluntary process by which members complete a CULE-UCES self-identification form to indicate that they are a member of one or more of the Equity Groups. This information remains confidential within CULE-UCES.
Standing Equity Committee	Comprised of all members who have self-identified with CULE-UCES as a member of any one, or more, of the Equity Groups.
Unit	Refers to CULE-UCES I and CULE-UCES II classifications.

As a matter of general interpretation:

He/She/They	shall be construed to include members of all genders and non-binary/non-gender-conforming members.
May	is to be construed as permissive.
Shall	is to be construed as imperative.

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SECTION 1 - NAME, HEADQUARTERS, LANGUAGES and JURISDICTION

- A. The name of the Union shall be “Canadian Union of Labour Employees – Union canadienne des employés de syndicats”.
- B. The Union shall have its headquarters in the city in which the Treasurer resides.
- C. Both English and French are the official languages of the Union.
- D. CULE-UCES is the recognized bargaining agent for both units CULE-UCES I and CULE-UCES II, and NEU.
- E. For the purpose of bargaining, CULE-UCES shall abide by all relevant legislation:
 - (i) In the North Region, this shall be governed by the *Canada Labour Code* and any disputes remitted to the Canada Industrial Relations Board (as defined in CIRB Order 10171-U);
 - (ii) In all other regions where CULE-UCES members work, this shall be governed by the Ontario *Labour Relations Act* and disputes remitted to the Ontario Labour Relations Board (as per the voluntary recognition thereunder).

SECTION 2 – OBJECTIVES

- A. The objectives of CULE-UCES shall be:
 - (i) To unite all employees of labour organizations in Canada into a single organization capable of acting in the best interests of the members;
 - (ii) To negotiate collective labour agreements with the members’ employer(s) that will provide the members with the best possible wages, benefits and conditions of work;
 - (iii) To protect the interests, rights and privileges of its members and promote and uphold the principles of equality;
 - (iv) To affiliate with the Canadian Labour Congress, the Provincial and Territorial Federations of Labour and the appropriate Labour Councils whenever possible;
 - (v) To encourage its members to take an active role in local community, national and international solidarity affairs; and
 - (vi) to co-operate with any union or organization whose aims complement the aims of the Union.

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SECTION 3 – MEMBERSHIP

- A. Membership shall be open to the employees of all Labour organizations that are recognized by the Union as being appropriate.
- B. Upon being granted membership in CULE-UCES, each member of the Union agrees to abide by and to be bound by the provisions of the Constitution.
- C. Upon being granted membership in the Union and for the term of such membership, each member of the Union nominates and appoints CULE-UCES as the agent for the purpose of entering into collective bargaining with the employer.
- D. The Executive shall have the authority to grant honorary membership upon the recommendation of three (3) CULE-UCES members in good standing who are not members of the Executive.
 - (i) Honorary members are individuals not otherwise eligible for membership in CULE-UCES through their employment, but who are deemed to have acted in such a way as to benefit CULE-UCES;
 - (ii) Honorary members shall be entitled to attend membership meetings, Convention, or other CULE-UCES functions, but shall have no voice or vote on any matter, and are not entitled to run for or hold office. CULE-UCES shall not reimburse them for any expenses related to their attendance.
- E. The executive shall have the authority to grant life membership upon the recommendations of three (3) CULE-UCES members in good standing who are not members of the Executive.
 - (i) Life Membership may be awarded to CULE-UCES members, present or former, who have made extraordinary contributions to CULE-UCES through their service;
 - (ii) Life members shall be entitled to attend and speak at membership meetings, Convention, or other CULE-UCES functions; but shall have no vote, and shall not be entitled to run for or hold office. CULE-UCES shall not reimburse them for any expenses related to their attendance.
- F. The Oath of Membership shall be administered to each member.

SECTION 4 – DUES

- A. The membership dues of CULE-UCES shall be as proposed by the Executive subject to ratification at Convention or by a vote of all members in good standing in between Conventions. This shall require a two-thirds ($\frac{2}{3}$) majority vote.

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SECTION 5 – EXECUTIVE

- A. Subject to Section B (i), the Executive of CULE-UCES shall be composed of a
- President,
 - two (2) Vice-Presidents, one for CULE-UCES I and one for CULE-UCES II,
 - a Secretary,
 - a Treasurer,
 - an Equity Director, and
 - six (6) Regional Directors, one from each of the following regions:
 - Atlantic
 - British Columbia
 - National Capital Region
 - North
 - Ontario (Excluding Ottawa)
 - Prairies
- B. To the extent possible, the Executive shall be comprised of members from CULE-UCES I and CULE-UCES II on the basis of proportional representation.
- (i) Should an election result in a lack of proportional representation in the opinion of the Executive, the Executive shall have the authority to create a “Member at large” position to be filled by an election among members of the bargaining unit concerned, to occur within the first sixty (60) days of the new Executive term.

The Equity Director shall be a member of any one, or more of the Equity Groups.

- (ii) The position of Equity Director shall be filled by an election among members who self-identify with CULE-UCES as a member of one of the Equity Groups.

All Executive Officers shall be elected biennially and within the last sixty (60) days of the fiscal year. The new election takes effect on January 1st of the year following the elections. For clarity, the two-year term for the elected Executive Members begins January 1st of the year following the election.

- C. For Interim Elections - In the event that an office becomes vacant between elections,
- (i) For the President, the Executive shall appoint a Vice-President who shall assume the duties of the President until nominations are solicited and an election is held among the membership to fill the office of President for the remainder of the term. The Executive shall cause this election to take place within sixty (60) days of such vacancy;
- (ii) For a Vice-President, Secretary or Treasurer, nominations shall be sought and an election among the membership shall be conducted within sixty (60) days to fill the office for the remainder of the term;

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- (iii) For a Director or Member at large, the Alternate to the position shall assume the vacated office for the remainder of the term. An election shall be conducted within sixty (60) days to fill the vacated Alternate position for the remainder of the term.

There shall be an Alternate elected from the same voting constituency as each Director or Member at large.

- (iv) The election of the alternate will take place after the position is elected and such election shall be for the same term of office. The Alternate shall have all of the same responsibilities as the position holder in the event of the position holder being unavailable on a short-term basis. The election of Alternates shall occur within sixty (60) days of the Director assuming their office.

- D. All members of the Executive shall be members in good standing of CULE-UCES.
- E. The President or one Vice-President and fifty percent (50%) of the other members of the Executive shall constitute a quorum of the Executive.
- F. The Executive shall hold meetings at any time necessary at the call of the President or if requested by four members of the Executive. All members of the Executive must be notified of the time and place of an Executive meeting at least one week before this meeting is held. Members may attend executive meetings with voice but no vote.
- G. The Executive shall conduct meetings at least quarterly each year. In-person meetings shall occur twice per year, unless financial and other circumstances permit or require. All other meetings shall be by teleconference, videoconference or other electronic means as deemed appropriate.
- H. Between membership meetings, all executive powers of the Union, consistent with this Constitution, shall be vested in the Executive.
- I. All actions by the Executive on behalf of the Union may be considered and discussed at any membership meeting, and a motion may be made by the membership at the meeting to request clarification or rationale from the Executive.
- J. The Executive shall have the authority to establish any committee necessary for the operation of the union and/or the good welfare of the members.

SECTION 6 – DUTIES OF THE EXECUTIVE

- A. The President shall:
 - (i) Preside at all annual or other meetings of the Union;
 - (ii) Interpret the Constitution of the Union subject to any appeal by an interested party in which case the Executive shall interpret the Constitution;

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- (iii) Ensure that the Secretary and Treasurer carry out the day-to-day business of the Union as provided by this Constitution and as instructed by the Executive;
- (iv) Call meetings of the Executive as mandated by Section 5 (G) of the Constitution, or more frequently if considered necessary, or upon request of four (4) members of the Executive;
- (v) Submit an activity report electronically, in writing, to each Executive meeting, and the report will be distributed to the general membership as part of the minutes;
- (vi) Assign duties to the Vice-Presidents and Directors, and ensure that these duties are carried out;
- (vii) Perform such other duties as are within the authority of presiding offices of deliberate bodies;
- (viii) Be an Ex-Officio Member of each committee;
- (ix) Be a member and the Chair of the Bargaining Team;
- (x) Be an authorized signatory for financial matters; and
- (xi) Appoint a Vice-President (where possible on an alternating basis), to perform the duties of the President in the President's absence.

B. The Vice-Presidents shall:

- (i) Perform the duties of the President if appointed by the President in case of temporary absence or if appointed by the Executive in the event that the President vacates his/her office for any reason;
- (ii) Co-ordinate grievances for their respective unit;
- (iii) Serve on the Union Management Consultation Committee;
- (iv) Be authorized signatories for financial matters; and
- (v) Serve as Co-Chairs of the Grievance Committee.

C. The Equity Director shall:

- (i) Chair the Standing Equity Committee;
- (ii) Consult with the Standing Equity Committee on equity issues;
- (iii) Apply an equity analysis to CULE-UCES Executive deliberations and decisions;
- (iv) Advance equality rights issues to promote equality rights within the workplace;
- (v) Represent CULE-UCES on the Joint Employment Equity Committee (JEEC), or any other joint committee which involves a specific equity mandate but reserve the right to

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request and recommend that the Executive appoint other individuals to specific equity committees to ensure non-prescriptive representation;

- (vi) Act as a resource for Representatives of CULE-UCES who sit on various committees such as the bargaining committee, Joint Pension Advisory Committee (JPAC), and any other committees;
- (vii) Coordinate and consult on grievances involving equity related issues;
- (viii) Coordinate requests to the Solidarity Fund; and
- (ix) File an electronic report of their activities and recommendations, with the Secretary, prior to each meeting.

D. The Treasurer shall:

- (i) Be responsible to the Executive for the proper discharge of his/her duties;
- (ii) Be responsible to the Executive for all finances and related official documents of the Union;
- (iii) Submit an electronic report on the financial and membership state of the Union, to the Secretary, prior to each meeting, which will be distributed to the membership with the minutes;
- (iv) Receive all monies payable to the Union and deposit such funds in a chartered financial institution to the credit of the Union, and keep proper records of all transactions;
- (v) Be responsible for the disbursements of such funds payable by the Union in settlement of its just debts;
- (vi) Be an authorized signatory for financial matters;
- (vii) Make available the previous year's financial records of the Union to the appointed reviewers upon their request and, in any event, annually; and
- (viii) Carry out such other delegated duties as may be decided by the Executive within the terms of this Constitution.

E. The Secretary shall:

- (i) Be responsible to the Executive for the proper discharge of his/her duties;
- (ii) Be responsible to the Executive for all correspondence and official documents of the Union except those relating to the finances of the Union;
- (iii) Keep an accurate account of all Executive and general membership meetings and circulate the minutes to the membership within twenty-one (21) business days, once approved by the Executive;

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- (iv) Make available to each appropriate meeting the written report of activities submitted electronically by the Executive Officers and committees;
 - (v) Be responsible for the transmission of information to the Executive and the members of the Union;
 - (vi) Carry out such other delegated duties as may be decided by the Executive within the terms of this Constitution; and
 - (vii) Be an authorized signatory for financial matters.
- F. The Vice-Presidents and the Directors shall:
- (i) Attend all Executive meetings and any membership meetings, referred to in Section 7 when they are present in a particular location;
 - (ii) Perform such other duties as may be assigned to them by the President. Such other duties may include serving as Chair and/or members of standing and/or *ad hoc* committees; and
 - (iii) File an electronic report of their activities and recommendations, with the Secretary, prior to each meeting.
- G. The Member(s) at large, if present, shall:
- (i) Assist the Vice-President of their Unit as needed or requested;
 - (ii) Represent the interests of their Unit on the Executive; and
 - (iii) Perform any other tasks as assigned by the President or the Executive.
- H. All Officers of the Union shall deal promptly and appropriately with matters submitted to them by the membership.
- I. At the termination of the respective positions they may hold, all Officers of the Union shall deliver to their successors all documents, monies or other property of the Union.
- J. The Executive shall have the authority to establish Regulations and such Regulations shall be subject to approval by the members.

SECTION 7– MEETINGS

- A. The quorum for membership meetings shall be thirty-three and one-third percent (33 $\frac{1}{3}$ %) plus one (1) of all CULE-UCES members.
- B. (i) If and when CULE-UCES convenes a meeting that is open to all members of CULE-UCES, those members who are in attendance at the meeting and who have also self-identified with CULE-UCES as a member of any of the Equity Groups may form an Equity caucus for purposes of this meeting;

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- (ii) An Equity caucus shall have the authority to table resolutions or motions at any meeting that is open to all members of CULE-UCES.
- C. If an activity of the employer allows for several members to be in one common location, the respective Director or a member of the Executive shall call a meeting.
- D. Meetings shall be convened in a location, at a time and with due consideration of other relevant factors (including economy) which would tend to assure the greatest possible attendance.
- E. The quorum for other meetings (i.e., regional, sectional) shall be thirty-three and one-third percent (33 $\frac{1}{3}$ %) plus one (1) of the members in that region, section or in attendance at the location at the time. This quorum will not apply to Committee Meetings.
- F. Members shall be given as much advance notice as possible of meetings. Whenever possible, members will be given the opportunity to attend either in person or via conference call or another electronic means.
- G. Any expenses related to convening a meeting must be approved in advance by the Executive.
- H. Motions from the membership shall be heard and dealt with at such meetings wherever possible. Any motions that need further research or information shall be placed before the Executive at the next meeting of the Executive. Decisions made shall be relayed to the membership in a timely manner.

SECTION 8 – VOTING

- A. The Executive must organize a vote on a particular subject if one-third ($\frac{1}{3}$) of the CULE-UCES membership so demand by motion at a membership meeting. The motion must be submitted to the Chair, in writing, prior to the meeting.
- B. This vote must be conducted by a committee, within one month of the Executive receiving the motion. This Committee shall be composed of one (1) member of the Executive and two (2) members at large appointed by the Executive.
- C. No CULE-UCES member shall be eligible to vote twice in any voting process.
- (i) When a CULE-UCES member is working outside of their home region or unit (i.e., where their substantive position is located) for more than six (6) months, they shall vote in that region or unit only;
- (ii) When a CULE-UCES member is working outside of their home region or unit for less than six (6) months, they shall vote in their home region or unit;

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- (iii) When a CULE-UCES member is in an acting position in an outside bargaining unit (i.e., other staff unions) for less than six (6) months, they shall still be entitled to vote based on their substantive position during that time; and
- (iv) When a CULE-UCES member is acting in an excluded position,
 - a. for a period greater than two (2) months, they shall not be eligible to vote on CULE-UCES matters until they return to a position within CULE-UCES;
 - b. for a period less than two (2) months, they shall be eligible to vote based on their substantive position.
- D. For the purpose of all membership votes – including elections, ratification votes, or motions – you must be a member in good standing of CULE-UCES (or subject to one of the exceptions set out in (C) above on the day the voting is concluded.
- E. For the purpose of Convention, you must be a member in good standing continuously between:
 - (i) the day 6 months prior to the first day of Convention, and
 - (ii) the day immediately following the conclusion of Convention,in order to attend as a delegate, submit resolutions, sit on Convention Committees and vote at Convention.

SECTION 9 – ELECTION OF OFFICERS

- A. Election of Officers shall be held by a vote.
- B. All members in good standing shall be eligible to put their name forward for election for any Executive position, with the following exceptions:
 - (i) Other than a Director outside their own region;
 - (ii) Vice-President for the unit not their own; or
 - (iii) Equity Director by members who are not part of an Equity Group.
- C. A Nominating Committee of not more than three (3) members will be appointed by the Executive at least two (2) months prior to the vote.
- D. The Nominating Committee shall receive nominations for President, Vice-Presidents, Secretary, Treasurer and Directors, verifying the eligibility of nominees for the office, ascertain in writing the willingness of nominees to accept and perform the duties of any office to which they may be elected and proceed (if necessary) to the vote by the members.
- E. Regional Directors and Alternate Regional Directors shall be elected by their respective region.

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- F. The position of Equity Director shall be fulfilled by an election among members who self-identify with CULE-UCES as a member of any one, or more, of the Equity Groups.
- G. The Chair of the Nominating Committee shall conduct elections and may appoint all necessary assistance to ensure an orderly election.
- H. All elections shall be by secret ballot and decided by a simple majority (for clarity, fifty percent plus one (50% + 1) of eligible votes received). In the event of a tie, a recount shall be conducted, and if the tie is confirmed, then a second ballot shall be required.
- I. Any candidate for an elected position will have the right to obtain, upon request, the voting result for that position in that election.
- J. In the event of more than two (2) candidates for office, the candidate receiving the fewest votes shall be dropped from the ballot whenever a clear majority of the votes cast is not accorded any candidate. This procedure shall continue on each succeeding ballot for the position until a candidate receives the necessary majority.
- K. The installation of Officers shall take place at the first Executive meeting and will be the first item on the agenda. The Oath of Executive Officers shall be administered to all Officers immediately before taking office.
- L. When a CULE-UCES member is:
- (i) Working outside of their home region or unit for more than six (6) months, they shall not be eligible to run for the CULE-UCES Director's position in their home region;
 - (ii) Acting in an outside bargaining unit (i.e., other staff unions) for more than six (6) months, they shall not be eligible to run for a CULE-UCES Executive position until they have been back in the CULE-UCES position for one (1) month;
 - (iii) Acting in an excluded position for more than two (2) months, they shall not be eligible to run for a CULE-UCES Executive position until they have been back in a CULE-UCES position for one (1) month.
- M. If a CULE-UCES Executive member takes a temporary assignment during their term of office:
- (i) If the assignment is within CULE-UCES, either outside their home region or unit, upon which their position depends,
 - a. for less than six (6) months, the Executive member may choose to step back for the duration of their assignment;
 - b. for more than six (6) months, the Executive member must step back for the duration of their assignment.

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For clarity, CULE-UCES II members who participate in a Career Enhancement Position (CEP) remain members of CULE-UCES II throughout the term of the program.

- (ii) If the assignment is in an outside bargaining unit (i.e., other staff unions),
 - a. for less than six (6) months, the Executive member may choose to step back for the duration of their assignment;
 - b. for more than six (6) months, the Executive member must step back for duration of their assignment.
- (iii) If the assignment is in an excluded managerial position, the Executive member must step back for the duration of the assignment. For other, non-managerial excluded positions,
 - a. for less than two (2) months, the Executive member may choose to step back for the duration of their assignment;
 - b. for more than (2) months, the Executive member must step back for the duration of the assignment.
- (iv) If an Executive member steps back from their position for the duration of a temporary assignment (voluntarily or mandatorily), upon the conclusion of the temporary assignment, the Executive member shall resume their Executive position immediately.
- (v) Should an Executive member not wish to return, they may resign their position, which would trigger a by-election as per Section 5 C.

SECTION 10 – BARGAINING TEAM

- A. For each round of collective bargaining, and not later than six (6) months prior to the expiration of the Collective Agreement, the Executive shall initiate the election of the Bargaining Team as prescribed in Regulation 1.
- B. The members of the Bargaining Team shall be members of CULE-UCES in good standing and elected by the members of their respective unit;
 - (i) There shall be one (1) member elected from Unit I, and one from Unit II.
 - (ii) There shall be Equity representation on the Bargaining Team, and the Executive can appoint an additional Bargaining Team member to ensure Equity representation, in consideration with the Standing Equity Committee.

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- C. The President shall be a member and the Chair of the Bargaining Team.
 - (i) In the event that an election occurs during a bargaining round, and a new President is elected, the past President shall remain as a member of and the Chair of the Bargaining Team and the new President shall be consulted and kept informed.
- D. The Bargaining Team may consult, with approval from the Executive, any individual who possesses relevant specialized knowledge needed to assist in the collective bargaining process.

SECTION 11 – FINANCES

- A. The financial records of the Union shall be reviewed by one or more qualified persons who are not Executive members annually, in accordance with auditing standards for use with not-for-profit organizations in Canada. The results of the review shall be provided to the members.
- B. The signing Officers of the Union shall be: the President, Vice-Presidents, Secretary, and Treasurer, with any two (2) of the five (5) to sign for all transactions.
- C. The fiscal year of the Union shall be from January 1st to December 31st.
- D. All expenses of the Union and all monies owed by the Union shall be paid in accordance with the CULE-UCES Administrative and Financial Policy.
- E. A Strike Fund dues levy shall be established immediately after the May 2018 Convention at the rate of 0.50% per member per month based on the members' gross salary until the balance of the Fund reaches \$250,000 CAD. This levy shall then be reduced to 0.25% until the balance of the funds reaches \$500,000 CAD, at which point the levy will stop entirely.
Note: Should one of the above amounts be reached during an active round of bargaining, the levy will change and/or stop only after the new Collective Agreement is signed.

SECTION 12 – DISCIPLINE

- A. The Executive of the Union shall have the authority to suspend, expel or fine any Officer or member for contravening any provision of the Constitution or the Union or for acting in a manner contrary to the best interests of the membership of the Union. The President shall not participate in the vote to discipline a member.
- B. Prior to making a decision to discipline a member, the Executive shall forward a notice of its intention to the member in question together with the reasons for their action.

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- C. The member shall have ten (10) days in which to respond in writing to the allegations by the Executive.
- D. Upon expiry of the ten (10) days or any time after receipt of the member's response, the Executive may proceed with the disciplinary action.
- E. The decision to discipline a member shall be communicated to the disciplined member in the most expedient manner possible.
- F. The disciplined member shall have the right to appeal the decision of the Executive within ten (10) days of receipt of the notice referred to in (E) above.
- G. A Discipline Appeal Board shall be established and hear the appeal within thirty (30) days of receipt of the appeal by the disciplined member. The Discipline Appeal Board shall render a decision within thirty (30) days of the hearing.
- H. The Discipline Appeal Board shall consist of:
- The President of the Union who shall act as Chair;
 - A member of the Union selected by the disciplined member; and
 - A member of the Union who did not participate in the decision to discipline the member, as selected by the Executive.
- I. The Discipline Appeal Board shall have the authority to sustain, revoke or amend the decision of the Executive.
- J. The Discipline Appeal Board will decide upon all matters relating to how their decision is arrived at. This does not grant the authority to expend funds of the Union in excess of funds allotted by the Executive.
- K. A member shall have the right to appeal the decision of the Discipline Appeal Board at the next membership meeting where at least one-third ($\frac{1}{3}$) of the membership of CULE-UCES is in attendance.
- L. The members will vote to either uphold or revoke the decision of the Discipline Appeal Board. Notwithstanding the provision of Section 7, the decision of the members is final.

SECTION 13 – RULES OF ORDER

- A. Unless otherwise agreed upon, "Bourinot's Rules of Order" shall apply at all meetings of the Union.

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SECTION 14 – CONSTITUTIONAL AMENDMENTS

A. Amendments at Convention:

- (i) The recommended CULE-UCES Constitutional Amendment Form (Convention) can be found in the Forms section at the end of this document;
- (ii) The CULE-UCES Constitution and Regulations can be amended by a two-thirds ($\frac{2}{3}$) majority vote of the membership voting at a CULE-UCES Convention;
- (iii) Resolutions to amend the CULE-UCES Constitution at Convention shall be submitted by whatever deadline is set by Constitution and/or Resolution Committee;
- (iv) The Chair of the Constitution Committee will distribute the proposed amendments to the Committee members, and the Committee will recommend concurrence or non-concurrence on each amendment and present those recommendations at Convention; and
- (v) The Executive shall generate a review of the CULE-UCES Constitution one year prior to each Convention, or as required.

B. Amendments outside of Convention:

- (i) The recommended CULE-UCES Constitutional Amendment Form (Interim) can be found in the Forms section at the end of this document;
- (ii) At any time, other than at Convention, notice to amend this Constitution must be sent to the Secretary at least one (1) month prior to an Executive meeting;
- (iii) The Secretary will distribute the proposed amendments to the Executive who will recommend concurrence or non-concurrence on each amendment;
- (iv) Within ten (10) days after the Executive meeting, the proposed amendments together with the Executive recommendations and a ballot will be forwarded to the members; and
- (v) The Executive will appoint a Ballot Committee to receive and count the ballots.

CULE-UCES CONSTITUTION

SECTION 15 – COMMITTEES

- A. The Executive may form committees to assist in the work of the Union.
- (i) The Executive shall form a Standing Equity Committee consisting of members of the Equity Groups. The Standing Equity Committee shall act as an advisory group to the Equity Director.
 - (ii) The Executive shall form a Standing Grievance Committee consisting of: the President, both Vice-Presidents, and one (1) member at large who is not a member of the Executive;
 - a. the member at large shall serve a two (2) year term. Their term shall commence one (1) year after the election of the Executive, and extend one (1) year into the term of the next Executive, to provide continuity;
 - b. the Grievance Committee shall review all grievances and make recommendations to the Executive as per the adopted CULE-UCES Grievance Procedure.
 - (iii) The Executive may form any other standing or *ad hoc* committee, as needed, and determine the composition and manner of choosing members, which may include a call-out to the membership for interest, elections, or direct appointment by the Executive.
- B. The Executive shall appoint committee members and, where applicable, alternates.
- C. To assist committees in achieving their objective(s), the Executive shall provide them Terms of Reference, which may be amended from time to time.
- D. A list of committees, their terms of reference, the names of the committee Chair(s) shall be made available to the membership either by e-mail distribution or by posting on the CULE-UCES website.
- E. Committees shall provide written reports to the Secretary prior to each Executive meeting.

CULE-UCES CONSTITUTION

SECTION 16 – OATHS – MEMBERSHIP AND EXECUTIVE OFFICERS

A. Oath of Executive Officers

“I.....in accepting election to this Office, make oath **and** say I will be faithful to the duties and responsibilities incumbent upon me as an Officer of the Union, attend all meetings of the Union, if possible, and at the completion of my term of office, deliver to the Union or my successor, all books, papers, monies or other property in my possession, belonging to the Union. I further make oath that I will keep confidential all affairs of the Union.”

B. Oath of Membership

“I.....in accepting membership in the CULE-UCES, make oath that I will abide by the Constitution and Regulations of the Union. I further make oath that I will keep confidential all affairs of the Union and to abide by all decisions of the Union.

**CANADIAN UNION OF LABOUR EMPLOYEES –
UNION CANADIENNE DES EMPLOYÉS DE SYNDICATS
(CULE – UCES)**

REGULATIONS

CULE-UCES REGULATIONS

REGULATION 1 – COLLECTIVE BARGAINING PROCEDURES

In addressing all matters in this Regulation, CULE-UCES will abide by all relevant legislation as outlined in Section 1 (E) of the Constitution.

1. BARGAINING TEAM

- A. Six (6) months prior to the expiry of the Collective Agreement, a call out will be made by the Executive for any members interested in serving on the Bargaining Team.
- B. The Bargaining Team will either be acclaimed or elected by the membership as per Section 10 – Bargaining Team and according to Regulation 2 – Voting Procedures.
- C. The Bargaining Team composition will be as follows:
 - one (1) member elected from Unit I,
 - one (1) member elected from Unit II,
 - the President will chair the Bargaining Team as per Section 10 C (i);
 - an Equity representative if it is determined that Equity representation is needed on the Bargaining Team as per Section 10 B (ii).
- D. Once the Bargaining Team is established, a call-out for alternates will be held for each position as listed above except for the Chair position.
- E. An alternate will be asked to join the Bargaining Team if and when a bargaining member has identified to the Chair a need to step down from the Bargaining Team permanently.
- F. The Bargaining Team will represent all members within CULE-UCES.

2. INPUT CALL FOR BARGAINING PROPOSALS

- A. A bargaining input call will be made to all CULE-UCES members at least six (6) months prior to the expiry of the Collective Agreement. Members are directed to use the CULE-UCES Bargaining Input Form that is available at the end of this document and online at the CULE-UCES website.
- B. A deadline for bargaining proposal submissions will be determined by the Bargaining Team. No late submissions will be accepted, except in an emergency to be determined by the Bargaining Team.
- C. Members will send their bargaining proposals to their respective Regional Director, who is responsible to collect all bargaining proposals from their region. Directors will forward all bargaining proposals received by the deadline submission date to the Chair of the Bargaining Team.

CULE-UCES REGULATIONS

- D. Standing Committees may submit bargaining proposals directly to the Chair of the Bargaining Team, using the designated CULE-UCES bargaining proposal form referred in Forms section.

3. BARGAINING PROPOSALS

- A. The Bargaining Team will prepare the final package of bargaining demands by doing the following:
 - (i) Review all outstanding items left at the table from the previous bargaining session;
 - (ii) Review all bargaining proposals received by the Chair from all six (6) Regional Directors and Standing Committees;
 - (iii) Establish bargaining priorities for the current bargaining session to achieve the goals of CULE-UCES;
 - (iv) Follow up with members regarding their specific proposal(s) as needed for clarification or further information may be requested by the Bargaining Team to consider the merit of the proposal;
 - (v) Consult with the Standing Committees for their input in regards to improving current Collective Agreement language;
 - (vi) Research relevant information as needed for proposals (i.e., policies, applicable legislation, other collective agreement language, etc.); and
 - (vii) Prepare the final package of bargaining demands on behalf of CULE-UCES that will be exchanged with the Employer when bargaining commences.
- B. After the formal exchange of demands is made between CULE-UCES and the Employer, then the complete package of bargaining demands will be circulated to all members by their respective Regional Director. The information will also be posted on the CULE-UCES website.
- C. Regional Directors may hold a regional meeting or conference call with the members in their region to discuss the package of demands that has been exchanged.
- D. Membership feedback will be collected by the Regional Directors and passed onto the Chair of the Bargaining Team for consideration by the Bargaining Team.

4. SERVE NOTICE TO BARGAIN

- A. Notice to bargain will be served to the Employer by the CULE-UCES President no later than three (3) months prior to the expiry of the Collective Agreement.

CULE-UCES REGULATIONS

5. COMMITTEES

- A. MOBILIZING COMMITTEE – will be struck by the Executive and composed of: the President, at least two (2) Regional Directors, and members from each region;
- (i) Tasked with planning mobilizing strategies to mobilize the members to take specific actions in their workplace to support the Bargaining Team;
 - (ii) Will communicate with the President as to where the Bargaining Team is looking for support on issues; and
 - (iii) Will become the STRIKE COMMITTEE as needed during the bargaining process.
- B. STRIKE FUND COMMITTEE – will be struck by the Executive and will be composed of: Treasurer, Secretary, President, and one (1) other member from the Executive.

The Committee shall be tasked with:

- (i) issuing all strike pay for all strike activities authorized by the President as per the approved Strike Fund Guidelines; and
- (ii) handling all strike pay issues for the membership as per the approved Strike Fund Guidelines.

6. CONDUCT OF BARGAINING TEAM DURING BARGAINING

- A. Members of the Bargaining Team are expected to conduct themselves in good faith during all bargaining sessions.
- B. All decision making will use a consensus model and will be led by the Chair.
- C. The Chair of the Bargaining Team will be the liaison with the Employer's representative for all communications during bargaining.
- D. Bargaining Team members may share the responsibility for research, presentation and response to various proposals during the bargaining process.
- E. Upon conclusion of each bargaining session, the Bargaining Team will caucus to develop a bargaining update that will be distributed to the membership via email by their Regional Directors.

7. BARGAINING PROCESS AND PROCEDURES

- A. During the bargaining process, should an impasse be reached at the table, the Bargaining Team will make the following recommendations unanimously:

CULE-UCES REGULATIONS

- (i) to file for Conciliation under the relevant legislation that guides CULE-UCES bargaining process as per Section 1 (E) in the Constitution; and
 - (ii) to request the Mobilization Committee to generate support from the membership on specific demands that are pending at the table.
- B. The President may call for a strike vote to be conducted, if and when necessary, at any time during the bargaining process.
- C. Once a Tentative Agreement is reached at the bargaining table, the Bargaining Team will prepare the ratification kit.
- D. The ratification kit will highlight all the proposed changes agreed to by noting the relevant articles, and additional rationale may be provided for added clarity for the changes.
 - (i) Any agreement reached at the table shall be in writing and clearly outlined in the ratification kit as a change to a Collective Agreement article or as a Letter of Understanding.
- E. The Bargaining Team will provide a recommendation with the ratification kit to either:
 - (i) Accept the proposed changes as indicated in the Tentative Agreement; or
 - (ii) To reject the Tentative Agreement and to authorize strike action if necessary.
- F. All Regional Directors will hold a meeting or a conference call to discuss the ratification kit prior to the ratification vote taking place.
 - (i) At a minimum, one (1) Bargaining Team member will be available to attend each regional ratification vote meeting to answer all questions or concerns regarding the ratification kit;
 - (ii) Regional Directors will be responsible to assist with the ratification vote by providing the necessary materials:
 - a. complete ratification kit with all proposed changes noted along with the Bargaining Team's recommendation – acceptance or rejection of the Tentative Agreement;
 - b. instructions for voting as per Regulation 2; and
 - c. deadline date by which the ballots must be received, as determined by the Bargaining Team.

CULE-UCES REGULATIONS

REGULATION 2 – VOTING PROCEDURES

1. GENERAL VOTING PROCEDURES

- A. All voting (for elections, Bargaining Team selection, ratifications, referendums, etc.) will be conducted electronically via a third-party provider, such as Simply Voting™ unless, in the opinion of the Executive or at the instruction of two-thirds ($\frac{2}{3}$) of the membership, a paper ballot is required. At the discretion of the Executive, administration of the e-vote may be assigned to the third-party provider.
- B. Every member of CULE-UCES has the right to one vote. No proxy votes will be allowed.
- C. In order to facilitate e-voting, members shall provide a personal email address to their Regional Directors and/or the Chair of the Voting Committee.
- D. The Executive shall designate a specific Regional Office to oversee the administration of each membership vote. The members in that Regional Office shall select from among their members a Voting Committee.
- E. The Voting Committee shall:
 - (i) Designate a Chair of the Committee;
 - (ii) Consist of at least two (2) members (including the Chair);
 - (iii) Be charged to safeguard the secrecy and integrity of the vote;
 - (iv) If paper ballots are selected, prepare and count the ballots;
 - (v) Coordinate with the third-party provider if it is an electronic ballot;
 - (vi) Announce the results of the vote in a signed statement; and
 - (vii) The Voting Committee shall confidentially preserve all ballots and other records pertaining to the vote for one year after the vote.

2. ELECTION OF OFFICERS

- A. Regional Directors will:
 - (i) notify members via personal email of the commencement of the nomination period for the election of Officers to the Executive;
 - (ii) approve CULE-UCES nomination forms and the process by which they must be submitted to the members of their Region; and
 - (iii) in any case, ensure that members receive no less than twenty-one (21) days' notice before the end of the nomination period.

CULE-UCES REGULATIONS

- B. The collection of nomination forms and confirmation of intention to run shall be assigned to a specific Regional Office, the members of whom shall be the Voting Committee for the election, in accordance with 1 (D) of the Regulation.
 - (i) The Executive shall ensure that a neutral office is selected; a Regional Office in which no nominee is working at the time of the election.
- C. Elections will be held within the last sixty (60) days of the end of the Executive term. Newly elected Officers will start their term on January 1st, of the year following elections;
 - (i) In the event that an Executive position for which there is no alternate becomes vacant, a by-election will be held if required, and the successful candidate will serve the remainder of the term;
 - (ii) If the vacancy occurs within the last ninety (90) days of the term, the Executive may determine if a by-election is required, or if the duties can be temporarily re-assigned to another member of the Executive.
- D. The election of Officers shall be by a simple majority vote of the votes cast, i.e., fifty percent plus one (50% + 1) of votes cast using a secret ballot.
 - (i) In the event no candidate for office receives a simple majority of the votes cast, the nominee receiving the least number of votes on the first ballot shall be removed from the ballot and a second ballot shall be held;
 - (ii) In the event there is still no clear majority, the same procedure will apply to a third and subsequent balloting; and
 - (iii) Only those members who voted on the previous ballot will be allowed to vote on the subsequent ballot(s).
- E. Positions open for election on the Executive shall be as defined as in Section 5 of the CULE-UCES Constitution.
- F. No person may hold more than one (1) position on the Executive at any given time.
- G. All nominees must be members of CULE-UCES and be nominated and seconded by members of CULE-UCES.

3. COMPLAINT PROCEDURE

- A. Should there be a challenge of a vote result or a complaint arising from the voting process, the complainant shall within forty-eight (48) hours after the vote result has been announced, submit the details of the challenge to the President and Secretary of the Union, in writing.
- B. Within forty-eight (48) hours of receipt of a challenge, the Secretary shall forward the same to the designated Chair of the Voting Committee. The Voting Committee will investigate the complaint and rule on it promptly.
- C. If the complaint is allowed, the Voting Committee may, in consultation with the Executive take any course of action deemed necessary to ensure the legitimacy of the process, up to and including calling a new vote.

CULE-UCES REGULATIONS

4. IN-PERSON MEETINGS

- A. Voting at in-person membership meetings, such as Convention, may be conducted by any of the following means:
- (i) Show of hands;
 - (ii) Voice;
 - (iii) Combination of A (i) and A (ii) above;
 - (iv) Standing vote;
 - (v) Recorded vote; or
 - (vi) Secret ballot (electronic or paper).
- B. The selection of the voting procedure at in-person membership meetings shall be determined by the applicable Bourinot's Rules of Order.
- C. Resolutions to change the Constitution will require a two-thirds ($\frac{2}{3}$) majority. All other votes will be decided by a simple majority vote of votes cast as fifty percent plus one (50% + 1) of votes cast.

Member in good standing

A member who has signed a CULE-UCES membership card, remains current on dues (unless exempted under Regulation 3), and is employed with PSAC or NEU.

REGULATION 3 – MEMBERSHIP

1. All members must remit dues to CULE-UCES whether through payroll deduction or direct payment to CULE-UCES. Dues rates are as established by the member's position.
2. Any member who elects to pay dues directly to CULE-UCES in order to maintain membership in good standing must advise CULE-UCES of their intent prior to commencing leave or as soon as reasonably possible thereafter.
3. A member who is terminated from their employment, and that termination is the subject of a grievance, who continues to pay dues shall continue to be a member in good standing until such time as their grievance is resolved.
4. Members subject to s. 2 or s. 3 above who are experiencing financial hardship, but wish to remain members in good standing, may request an exemption of dues payments to the CULE-UCES President, in writing. Cases will be reviewed on an individual basis.

**CANADIAN UNION OF LABOUR EMPLOYEES –
UNION CANADIENNE DES EMPLOYÉS DE SYNDICATS
(CULE – UCES)**

APPENDIX A – FORMS

CULE – UCES CONSTITUTIONAL AMENDMENT FORM (CONVENTION)

Originator(s):

Constitutional Reference Section:

Proposed Amendment:

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Purpose/Reason:

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Convention Constitutional Committee Recommendation:

..... Concurrence

..... Non-Concurrence

Comments:

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Date: Signature:

CULE – UCES CONSTITUTIONAL AMENDMENT FORM (INTERIM)

Originator(s):

Constitutional Reference Section:

Proposed Amendment:

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Purpose/Reason:

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Executive Committee Recommendation:

..... Concurrence

..... Non-Concurrence

Comments:

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Date: Signature:

CULE – UCES CONVENTION RESOLUTION FORM

Title:

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Originator(s):

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Language of Origin:

Problem or Issue **WHEREAS:**

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Action(s) Requested **BE IT RESOLVED THAT:**

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Date: Signature:

CULES – UCES BARGAINING INPUT FORM

Originator:

(The originator of the bargaining demand will be advised of the team's recommendation)

Please clearly outline your input, include general ideas to guide the team, ideas on changes to existing wording, suggestions on specific wording, views on team priorities.

Input:

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Reference: Article Memorandum of Agreement

Please include the rationale for your Input (i.e., purpose, problems with existing wording, etc.,)

Rationale:

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Please identify arguments to assist the team. Include/attach references from other agreements, articles, studies, policies, etc.

Support:

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Team's Recommendation: Accept Reject