



CANADIAN
STAFF UNION
SYNDICAT
CANADIEN DU
PERSONNEL

CANADIAN STAFF UNION

CONSTITUTION

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Equality Statement

The Canadian Staff Union is committed to improving the social and economic wellbeing of our members. Harassment and discrimination destroy that wellbeing and threaten union solidarity. Our strength comes from our members working together to improve our working lives, and to preserve the rights that we have struggled to achieve. Mutual respect is one of the cornerstones of our Union.

The Union believes in the full equality of all its members and in the right of each member to be treated with dignity and respect. We will neither condone nor tolerate behavior which undermines the full and equal participation of all our members in our Union's activities.

Harassment may be defined as objectionable and unwelcome conduct or comment which humiliates, insults, and degrades a person. "Unwelcome" means any action which the harasser knows or ought to reasonably know is not desired by the member. Harassment means using real or perceived power to abuse, devalue, denigrate or humiliate another person. Harassment in any form creates an unsafe and unhealthy environment.

Every member is entitled to be free from harassment, psychological violence, and discrimination on the basis of race, colour, sex, religious or political affiliation, national or ethnic origin, age, mental or physical disability, sexual orientation, gender identity, gender expression, citizenship, creed, record of offences, marital or family status, and all other types of personal harassment.

We have a responsibility to protect the interests of our members by ensuring that our Union is free from harassment and discrimination. Let each one of us, as we work together on the important tasks at hand, treat all our members with dignity and respect.

Article 1 – Name

- 1.01** This Union will be known in the English language as the “Canadian Staff Union” (“CSU”), and in the French language as “Syndicat Canadien du Personnel” (“SCP”). Any reference to “the Union” in this Constitution means the Canadian Staff Union.

Article 2 – Objectives

- 2.01** This Union has as its objectives:

- (a) the advancement of the social, economic and general welfare of staff personnel;
- (b) the improvement of the wages, salaries, working conditions, job security, and other conditions of employment;
- (c) the promotion of efficiency and effectiveness in the service of the Employer generally.
- (d) the regulation of relations between employers and employees.

- 2.02** The objectives of the Union are to be accomplished through and by the following methods:

- (a) establishing cooperative relations between the Employer and the Union;
- (b) cooperating with other labour bodies and Unions affiliated with the Canadian Labour Congress;
- (c) cooperating with such other labour bodies as may be deemed necessary and acceptable to this Union;
- (d) seeking ways and means of becoming an affiliate body to the Canadian Labour Congress;
- (e) working to support trade union staff everywhere in the attainment of our shared goals;
- (f) engaging in collective bargaining and the administration of collective agreements.

Article 3 – Jurisdiction and Membership

- 3.01** A member in good standing is an employee of the Canadian Union of Public Employees who pays dues to the Canadian Staff Union, and has taken the oath, or a member who has been terminated by the Employer and has an active termination grievance as outlined in the Collective Agreement, or is on an approved leave of absence and falls under the recognition clause of the collective agreement. Other persons or groups may be eligible for membership if approved by the Biennial Convention, or by a recommendation of the Executive ratified by the membership through a referendum.

Article 4 – Governance and Structure

4.01 The governance and structure of the Canadian Staff Union will be as follows:

- (a) Biennial Convention
- (b) Executive Board
- (c) Table Officers
- (d) Regional Meetings

4.02 No member or representative of the Canadian Staff Union will have the power to act as an agent for the Union, or otherwise bind the Canadian Staff Union, except as authorized by the Executive Board.

4.03 The Executive Board will consist of the following members:

President	Regional Vice-Presidents
Vice-President	Chairperson of the Women’s Committee
Secretary-Treasurer	Chairperson of the Equity Committee
Recording Secretary	Chairperson of the OH & S Committee
Chief Steward	Retiree Representative

Executive(s) at-large (as per 4.09 & 4.10)

4.04 The President, Vice-President, Secretary-Treasurer, Recording Secretary and Chief Steward Position, as outlined in Article 9.01 (Table Officers), will be elected by the membership at large at the Biennial Convention.

4.05 In addition there will be a minimum of one (1) Regional Vice-President from each defined region.

References to “region” in this Constitution includes “components” and “chartered locals”, unless otherwise specified.

4.06 Regions-with more than 50 members will have one (1) additional Regional Vice-President for each 50 members (or part thereof), to a maximum of three (3).

4.07 Regional Vice-Presidents will be elected by the members in the respective regions, except that where the Union has chartered a Local Union, and the Local Union has jurisdiction over the whole of a region, the Regional Vice-President will be the President of the Local Union. Where more than one Regional Vice-President is required as per Article 4.06, the additional Regional Vice-President(s) will be the Vice-President and Secretary-Treasurer of the Local Union in that order.

The Standing Committees as per Article 12 will elect, from among its members, a Chairperson and an Alternate Chairperson. The election will take place during the Biennial Convention.

4.08 A member who has been elected to a position representing a specific region, who commences an assignment outside of that region is deemed to have resigned their position and the position is deemed to be vacant.

- 4.09** Once the members of the Executive Board have been elected as per above, the make-up of the Executive Board will be examined to ensure that there are at least five (5) members from classifications other than the national servicing representative classification. If there are not at least five (5) members from these classifications, then members from classifications other than national servicing representative classifications will elect one (1) additional Executive Board member to serve in an at-large capacity with duties as assigned by the Executive Board. Should this at-large position fall vacant during the term, it will be filled by a by-election as per Article 16.
- 4.10** Once the issue of representation by classification has been addressed, the make-up of the Executive Board will be examined to ensure that at least half of the Executive Board identify as women. If at least half of the Executive Board members do not identify as women, self-identified women members will elect one (1) additional Executive Board member to serve in an at-large capacity with duties as assigned by the Executive Board. Should this at-large position fall vacant during the term it will be filled by a by-election as per Article 16.
- 4.11** The Recording Secretary will hold elections for Member-at-Large positions as per Article 4.09 and 4.10 following the Biennial Convention.
- 4.12** If the absence of one or more Executive Board members would result in a region, a Standing Committee, or the retirees having no representation at an Executive Board meeting, then that region, committee, or the retirees may designate an alternate to attend the meeting with voice and vote.
- 4.13** The Executive Board will meet at least twice annually. Executive minutes from all meetings will be distributed to members, and posted on the Union website within 45 days of the Executive Meeting having taken place, and will include an up to date Secretary-Treasurer's report, a listing of grievances and their status (e.g., resolved, being processes, proceeding to arbitration, withdrawn, etc.), date of next meeting, and any other information deemed important to the members.
- 4.14** Members in the regions where the Executive Meeting is being held, will be provided an opportunity to observe the sessions at their own expense.
- 4.15** An Executive Board member will be considered to have resigned if they fail to attend three (3) Executive Board meetings within their term without good and sufficient cause.
- Minutes will include the attendance of all Executive Board members, including regrets with cause and absences.
- 4.16** No member or representative of the Union, including any member of the Executive Board, will have the power to act as an agent for the Union or otherwise bind the Union, in respect of waiver or setting aside in any manner, whether temporarily or permanently, of any provision(s) of the Collective Agreement between the Employer and the Union.

Article 5 – Biennial Convention

- 5.01** The Union will meet biennially in the city where the Convention of the Canadian Union of Public Employees has been convened. The supreme authority of the Union will be the Biennial Convention of the Union when in session.
- 5.02** Special meetings may be convened by direction of the Biennial Convention, or by order of the Executive Board.
- 5.03** Where the provisions of Sections 5.01 and 5.02 cannot be fulfilled, and due to the nature of the business required, the President, and the Recording Secretary will have the authority to ascertain the opinions of the members. A majority of those voting will be deemed to be the decision of the membership, unless the business required is an amendment to this Constitution, in which case a two-thirds majority is required.
- 5.04** Only members in good standing will be permitted voice and vote at meetings under this article.
- 5.05** Notwithstanding article 5.04, the Union's retirees will have voice but no vote at the Biennial Convention.
- 5.06** No proxy voting will be permitted at meetings under this article.

Article 6 – Regional Meetings

- 6.01** Regional meetings will be called by Regional Vice-Presidents, or on the written request of fifty percent (50%) of the members in a region. Such meetings may make recommendations to the Executive Board, which will deal with them at the next meeting of the Board.
- 6.02** Matters of a regional nature will be dealt with by the Regional Vice-President(s) and Regional Stewards, in consultation with members of the Executive Board. The President will be advised of the time and place of all regional meetings, and the President or a designate will attend with full voice and vote and will cast the deciding vote in the case of a tie.
- 6.03** The proceedings of such meetings will be recorded and within thirty (30) days be forwarded to all members within the region, and to all members of the Executive Board.
- 6.04** A minimum of seven (7) days' notice will be given for regional meetings, unless urgency dictates otherwise. An agenda will be circulated outlining elections and other items known at this time.
- 6.05** Only members in good standing will be permitted voice and vote at meetings under this article.
- 6.06** No proxy voting will be permitted at meetings under this article.
- 6.07** Where the Union has chartered a Local Union, and the Local Union has jurisdiction over the whole of a region, then "region", "regional", in this Constitution means the Local Union in respect of the region.

Article 7 – Quorum

- 7.01** Sixty percent (60%) of the registered membership in attendance at the Biennial Convention, or at a special meeting called in accordance with article 5.02, will constitute a quorum for the transaction of business.
- 7.02** One-half (1/2) of the total number of the Executive Board members will constitute a quorum of the Executive Board.
- 7.03** One-half (1/2) of the total Union membership within a region will constitute a quorum for the transaction of business at any regional meeting of the Union.

Article 8 – Regional Vice-Presidents and Stewards

8.01 Regional Vice-Presidents will:

- Deal with matters of concern to the members within their region.
- Liaise with the employer on regional issues that may become grievances.
- Process grievances in consultation with the regional stewards, the Chief Steward, and the President.
- Call and chair regional meetings.
- Liaise with their Regional Standing Committee members.
- Act as a designate for the President within their region (if requested).

8.02 Regional Stewards

Each region will elect at least one (1) Regional Steward. The number of stewards within each region will be set in consultation with the Table Officers or, in the case of chartered locals, in accordance with their bylaws. The Union will encourage regions to elect stewards in accordance with union equity policies and the job classifications represented by the Union.

Regional Stewards will:

- Perform stewarding duties within their region.
- Gather all supporting facts/ documents and prepare the draft written grievance and forward to the Regional Vice-President.
- Follow up on grievances as required by the Regional Vice-President(s).
- Assist in communicating information to and from members in the region and the Executive Board through their Regional Vice-President(s).
- Regional Stewards will ensure the Regional Vice-President remains fully apprised of situations that develop in their area of coverage.

Article 9 – Table Officers

9.01 The Table Officers will be the President, the Vice-President, the Secretary-Treasurer, the Recording Secretary, and the Chief Steward.

9.02 The role of the Table Officers will be:

- To prepare for Executive Board meetings, including any necessary documents.
- When necessary, to make decisions between Executive Board meetings, and to bring such decisions to the Executive Board for endorsement.
- To represent the Union at Labour Management Committee meetings.

9.03 Duties of the President

The President will be on full-time paid release and will function as the Chief Executive Officer of the Union. The President will exercise supervision over the affairs of the Union, will have signing authority to all official documents, preside at Union meetings, and all meetings of the Executive Board.

It will be the duty of the President to promote the welfare and purpose of the Union. The President will have the sole authority to interpret and enforce this Constitution subject to appeal to the Executive Board or the Biennial Convention. Such appeals will be in writing.

The President will have the authority to approve travel of Executive Board members prior to said travel taking place.

The President, while on full-time paid release, will provide a monthly report to the membership.

9.04 Duties of the Vice-President

In the absence of the President, the Vice-President will perform the duties and responsibilities of the Office of the President as outlined in this Constitution, and will perform such other duties and responsibilities as the Executive Board or the Union may, from time to time, direct.

The Vice-President will be a signing authority, will be chair of the Mobilization committee, non-voting member of the Bargaining Committee, and the Executive Liaison to the Education committee.

9.05 Duties of the Secretary-Treasurer

The Secretary-Treasurer will receive all monies payable to the Canadian Staff Union and deposit such funds to accounts in the name of the Union in such chartered bank or credit union, as the Executive Board may direct.

The Secretary-Treasurer will pay all bills, accounts and such other expenses, as authorized by the Union or by the Table Officers; provided such bills, accounts or expenses are properly incurred on behalf of the Canadian Staff Union. The Secretary-Treasurer will ensure that all expense vouchers are signed by the person claiming the expense.

The Secretary-Treasurer will prepare an annual financial statement to be distributed to all Union members, showing balances, and monies received and paid during the period for which the financial statement has been prepared.

The Secretary-Treasurer will prepare the financial records for the annual trustees’ audit.

9.06 Duties of the Recording Secretary

The Recording Secretary will be in charge of files, which include books, documents, files, including electronic files, and effects of the Union.

The Recording Secretary will:

- keep full, accurate, and impartial account of the proceedings of all Executive Board meetings and Biennial Conventions;
- ensure that collective agreements, the Constitution, and minutes and reports of the Executive Board and Standing Committees are current, filed, and distributed appropriately;
- keep record of all correspondence received and sent out;
- maintain a current membership list;
- prepare and distribute all notices to members;
- maintain the Union website; and
- conduct elections in accordance with this Constitution.

9.07 Duties of the Chief Steward

The Chief Steward will coordinate the Union’s grievance handling system, including:

- Report to Executive Board meetings about grievances.
- Liaise with Regional Vice-President’s around the filing of grievances.
- Issue grievance numbers through the Regional Vice-Presidents.
- Track the progress of grievances with the assistance of the Regional Vice-President and the steward handling the grievance in the region.
- Bring recommendations regarding the disposition of grievances including referral to Arbitration to the Executive Board.
- Participate in Labour Management meetings regarding the disposition of grievances.

9.08 Executive Board Expenses

The following out-of-pocket expenses will be provided:

President	\$2,000 per year
Vice-President	\$1,600 per year
Secretary-Treasurer	\$1,600 per year
Recording Secretary	\$1,600 per year
Chief Steward	\$1,600 per year
Regional Vice-President	\$1,000 per year
Chair, Women’s Committee	\$1,000 per year
Chair, Equity Committee	\$1,000 per year
Chair, H&S Committee	\$1,000 per year
Retirees Representative	\$1,000 per year
Member At-Large	\$1,000 per year

In the case of partial or uncompleted terms of office, the out-of-pocket expenses will be pro-rated. Out of pocket expenses will normally be paid in the third quarter of each calendar year.

Article 10 – Election of Retirees Representative

- 10.01** Immediately following the Biennial Convention, the Recording Secretary will make the necessary arrangements to contact retirees by email or mail at their last known address, for the purpose of electing a Retirees Representative in order that the elected person can be in place effective January in the year following the Biennial Convention. The elected Retirees Representative will serve a term of two (2) years, ending in December of the year of the Biennial Convention. The Retirees Representative will have voice and vote at all meetings.
- 10.02** It will be the responsibility of the Retirees Representative to bring matters which affect the Union retirees to the Executive, for their guidance and assistance.

Article 11 – Union Trustees

11.01 Election

At each Biennial Convention, one Union Trustee will be elected for a six (6) year period. Trustees cannot hold any position on the Executive Board.

In the event of a vacancy in the office of a Union Trustee, the Recording Secretary will conduct an election to fill the vacancy for the unexpired term in accordance with Articles 16.

11.02 Duties of Union Trustees

The trustees will audit the books, cheques, vouchers and other financial records of the Union annually. They will report each audit to the Executive Board in person. The report of the trustees will be emailed by the Recording Secretary to all members, along with the Executive Board responses.

The trustees will be responsible to ensure that monies are disbursed in accordance with the Constitution.

The trustees will ensure that proper financial reports are made to the membership.

The trustees will inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Union and report their finding to the membership.

Article 12 – Pension Trustee and Alternate Trustee

12.01 The CUPE Employees' Pension Plan Trust Agreement provides that there will be two Canadian Staff Union trustees and two alternate trustees on the Joint Board of Trustees.

The Trustees and Alternates will be elected at the Biennial Convention.

One (1) Trustee and Alternate from the National Office; and

One (1) Trustee and Alternate from the membership at large.

The term of office for both will be from January 1 following the Biennial Convention, until January 1 following the next Biennial Convention.

12.02 A Pension Trustee or Alternate Trustee may be removed from their position if, after a vote of the Executive Board, the Board, by a two-thirds majority, decides they have acted in a manner which is detrimental to the overall welfare of the Pension Plan, or is found guilty of a criminal act related to the Plan or its operation.

In the event the Pension Trustee is removed, the Alternate Trustee will assume all duties and responsibilities of the Pension Trustee until the next Biennial Convention. In such an event, the Executive Board will appoint another Alternate Trustee to fill the balance of the term.

If both the Trustee and the Alternate Trustee are removed, the Executive will appoint a new Trustee and Alternate Trustee to fill the balance of the term of the removed Trustees.

Article 13 – Committees

13.01 The following Standing Committees report to the Executive Board:

- Women's Committee
- Equity Committee
- Health and Safety Committee

Ad hoc committees may be established by the Biennial Convention or the Executive Board as required.

All Standing Committees and ad hoc committees will report to the Executive Board and the reports will be attached to the Executive Board minutes.

13.02 Joint Committees: The Executive Board will appoint members to sit on the joint committees established through the collective agreements.

13.03 CUPE National Executive Board: The Executive Board will appoint members of the Executive Board to attend CUPE National Executive Board meetings.

13.04 Women's Committee

The Women's Committee is comprised of one (1) self-identified woman from each of the regions defined in this Constitution.

The committee members will be elected by the self-identified women in their respective region.

One (1) alternate from each region will be elected at the same time. The alternate will perform the duties of the committee member where the committee member is unable to do so.

The mandate and tasks of the Women's Committee are:

- to foster an intersectional feminist analysis in the Union and in our workplace;
- to heighten awareness of sexism and related systemic barriers;
- to develop tools to address sexist barriers we face in our work;
- to monitor policies and practices affecting women;
- to create a network between women of the respective region and across Canada;
- to work closely with other committees and the Executive Board;
- to encourage women to become more active in the Union.
- to organize and host the Women's Day to be held prior to the Biennial Convention.

The Women's Committee will meet twice a year in conjunction with the Executive Board Meeting.

13.05 Equity Committee

The Equity Committee will be comprised of one (1) equity-seeking member from each of the regions defined in this Constitution.

The committee members will be elected by the equity-seeking members in their respective region.

One (1) alternate from each region will be elected at the same time. The alternate will perform the duties of the committee member where the committee member is unable to do so.

Equity-seeking members are persons with disabilities, Indigenous people, Black and other racialized people, LGBTQ2+ people.

The mandate of the Equity Committee is:

- to promote equality issues affecting equity-seeking members
- to monitor the Employment Equity Plan;
- to encourage the active participation of equity-seeking members in the Union;
- to assist members, stewards, and executive members where possible in addressing and responding to issues affecting equity-seeking members;
- to work closely with other committees and the Executive Board;
- to organize and host the Equity Forum to be held prior to the Biennial Convention.

The Equity Committee will meet twice a year in conjunction with the Executive Board Meeting.

13.06 Health and Safety Committee

The Health and Safety Committee will be comprised of one (1) member from each of the regions defined in this Constitution.

The committee members will be elected by the members in their respective region.

One (1) alternate from each region will be elected at the same time. The alternate will perform the duties of the committee member where the committee member is unable to do so.

The mandate and tasks of the Health and Safety Committee are:

- to promote Health and Safety issues;
- to provide a forum where members can go to help find solutions to their Health and Safety issues;
- to create a Health and Safety network between the respective regions and across Canada;
- to work closely with committees and the Executive Board;
- to encourage members to become aware of health and safety issues.

The Health and Safety Committee will meet twice a year in conjunction with the Executive Board Meeting.

Article 14 – Bargaining and Mobilization Structure and Process**14.01****(a) Bargaining Committee**

The Bargaining Committee will consist of the President, the Chief Steward, and one (1) Regional Vice-President from each region. The structure of the Bargaining Committee may be augmented to ensure compliance with all provincial legislation.

If a Regional Vice-President is unable to attend a meeting of the Bargaining Committee, their region may designate an alternate from among their Regional Vice-Presidents or Stewards to attend the meeting with voice and vote.

The Bargaining Committee will be responsible for bargaining priorities ratified at the Biennial Convention, drawing on the experience and expertise of relevant members and outside resources when necessary.

The Bargaining Committee is also responsible for the ratification process.

(b) Mobilization/Strike Committee

The Mobilization Committee will be made up of the Vice-President and a member elected by each region. The Vice-President will be the Chair of the Committee and will act as the liaison with the Bargaining Committee.

14.02 Bargaining Proposals

The Executive Board will seek from the membership proposed changes to the collective agreement. Proposals and bargaining priorities may be submitted by individual members, groups of members, regions and/or committees. They can be submitted as collective agreement amendments or in clear language.

Regional Vice-Presidents and Regional Stewards will be responsible for distributing and collecting bargaining surveys. Members may also submit proposals directly to the Executive Board. Regions are encouraged to participate in Proposal development, and the establishment of regional priorities for bargaining.

The Executive Board will prepare a package of bargaining priorities, in clear language, for debate, amendment, and ratification by members at the Biennial Convention.

When a tentative Memorandum of Settlement is achieved, regions are encouraged to participate in the review and ratification process.

14.03 Ratification Process

The ratification process will start with a presentation of the tentative agreement by the Bargaining Committee to all members, utilizing technology as appropriate.

A period of up to two (2) weeks will be allocated to allow for regional face-to-face meetings and cross-country discussion. The Bargaining Committee member for the region will chair the Regional meeting. This two-week period will be shortened in the event of strike or lockout.

A period of 48 hours will be allocated for voting to take place and results to be tabulated.

Only members covered by the collective agreement may vote in any strike or ratification vote.

Article 15 – Electronic Voting

15.01 Electronic voting will be used for all elections and by-elections, for referendum votes between conventions, and to ratify the tentative collective agreement.

15.02 Article 15.01 does not apply to the election of the Chairperson and Alternate Chairperson of a Standing Committee.

Article 16 – Elections

16.01 To be eligible for election or re-election to any position, candidates must be members in good standing and have been a member in good standing for a period of not less than one (1) year. For positions representing a specific region, the candidate must be employed in the region from which they are nominated.

- 16.02** All elections will be by secret ballot – one member, one vote.
- a) Except with regard to b) below, a majority of votes cast will be required before any candidate can be declared elected; and second and subsequent balloting will be taken, if necessary, to obtain such majority. On a second and subsequent balloting, the candidate receiving the lowest number of votes in the immediately preceding ballot will be dropped. In the case of a final tie vote, the deciding vote will be cast by the presiding officer.
 - b) For the Retiree Representative election, the candidate receiving a plurality of votes cast will be deemed elected.
 - c) In a ballot to fill more than one position, each member must vote for the full number of positions to be filled.
- 16.03** The election of each position will be completed before nominations may be accepted for any subsequent position. The order for elections will be: President, Vice-President, Secretary-Treasurer, Recording Secretary, and Chief Steward.
- 16.04** The term of all elected positions, except the Retirees Representative (as per 10.02) will commence immediately following the Biennial Convention of the Union. All positions will be for a term of two (2) years.
- 16.05** In the event of a vacancy in the position of President, the Vice-President will perform the duties until a successor is elected.
- 16.06** In the event of a vacancy in another Table Officers position, the Executive Board will have the authority to select one of its members to carry out the duties of the position until a successor is elected.
- 16.07** The Recording Secretary will issue a call for nominations within fourteen (14) calendar days of the date of the vacancy.
- 16.08** The Recording Secretary will receive the nominations and confirm the willingness of the nominees to stand for the position.
- 16.09** The results of the elections will be made known to all members of the Union.
- 16.10** In the event of a vacancy in the position of Recording Secretary, the President will carry out the provisions of Article 16.07, 16.08 and 16.09,
- 16.11** In the event of a vacancy in the position of a Regional Vice-President, the Recording Secretary will adhere to Articles 16.07, 16.08 and 16.09, and the provisions of 16.01 will apply, except that where the Union has a charter Local Union, and the Local Union has jurisdiction over the whole of the region then any vacancy in the office of Regional; Vice-President will be filled by the acting President, acting Local Vice-President or acting Secretary-Treasurer in that order, until the Local Union fills the vacancy in accordance with this Constitution or the Local Union bylaws.

16.12 In the event of a temporary vacancy or a Table Officers position due to sickness or other leaves of absences, the Executive Board will have the authority to select one of its members to carry out duties of the position until the end of the leave.

Article 17 – Revenue - Union Dues and Assessments

17.01 The Union dues, payable bi-weekly by the members of the Canadian Staff Union shall be two and one-half (2.5%) of an employee's gross annual salary, from which one-half percentage (0.5%) will be paid to the defense fund, as provided for in Appendix 'A'. The Defense Fund will be administered by the Table Officers.

17.02 In special circumstances, assessments may be made, provided that a simple majority of the members voting approve such assessment.

17.03 Assessments may be invoked at any time, and shall be voted upon by the members, either at a meeting called for such purpose, or by referendum vote.

17.04 Local Union(s) will pay a Per Capita payment on behalf of its members equal to the amount described in Article 16.01.

Article 18 – Mergers with Other Unions

18.01 In order for a merger to take place, two-thirds (2/3) of those voting must vote in favour.

18.02 The merger agreement will contain the terms of the merger, including but not limited to interim executive structures, a timetable for completing the required constitutional amendments, a process for reviewing representational needs for the merged membership, and financial matters.

Article 19 – Order of Business and Rules of Order

19.01 Meetings of the Canadian Staff Union shall be governed by the following provisions:

Order of Business

1. Call to Order
2. Roll Call of Officers
3. Reading of the Equality Statement
4. Minute of Silence
5. Installation of New Members
6. Reading of Minutes
7. Matters Arising from Minutes
8. Financial Report
9. Officers' Report
10. Report of Committees and Delegates
11. Nomination and Election, and Installation of Officers
12. Unfinished Business
13. New Business
14. Good and Welfare of the Union
15. Adjournment

19.02 Rules of Order

All meetings of the Union shall be governed in accordance with the Rules of Order as specified in Appendix "B".

Article 20 – Trials

20.01 Trial proceedings involving members of the Canadian Staff Union shall be carried out in accordance with Appendix "C".

Article 21 – Amendments

21.01 A motion, resolution or proposed amendment to this Constitution shall only be introduced at the Biennial Convention by the Executive Board or by proposal from the membership. Non-procedural motions, resolutions and proposed constitutional amendments must be signed by a member in good standing of the Union and received by the Recording Secretary no later than May 1 in the year of the Biennial Convention.

The only exceptions to the above will be emergency resolutions or motions which have been determined to be proper emergency resolutions or motions by a majority of the members voting at the Biennial Convention or motions that involve constitutional or other matters that can be resolved between conventions.

21.02 Constitutional amendments and resolutions will be distributed to the membership at least 30 days prior to the convention.

- 21.03** Motions, resolutions or proposed constitutional amendments shall be placed before the membership for a vote at the Biennial Convention or dealt with by referendum voting between conventions. In the case of constitutional amendments dealt with through referendum voting a minimum of at least 30 days prior notice of the vote must be given.
- 21.04** A two-thirds (2/3) majority vote of the members voting shall be required in order to pass a proposed amendment to the Constitution. A simple majority of the members voting shall be required to pass a motion or resolution.

Article 22 – Chartering of Local Unions

- 22.01** The Executive Board will have exclusive authority to issue charters to Local Unions. A chartered Local Union is a separate union within its jurisdiction. If the Local Union to be chartered is not a pre-existing organization or the successor to a pre-existing organization, a charter will be issued following the approval of an application to the Executive Board which has been signed by three or more persons who are eligible for membership in the CSU. The Executive Board will determine the jurisdiction of Local Unions and may modify the jurisdiction of Local Unions from time to time, subject to appeal to Convention.
- 22.02** No Local Union may entertain a resolution to dissolve or to withdraw from or surrender its charter to the Union unless notice of such resolution is mailed to each member of the Local Union at least sixty days in advance of the meeting at which the resolution will be entertained. Notice of the resolution must be given by the Local Union President to the National President at least sixty days in advance of the meeting. The vote on the resolution must be conducted by secret ballot. A Local Union cannot withdraw from the Union, dissolve, or surrender its charter so long as 1 member or 10% (Whichever is greater) of the local Union object.
- 22.03** If the Executive Board determines that any Local Union is defunct, dissolved, or withdrawn, or if it expels a Local Union, it must direct that all assets, property books, and records held in the name of or on behalf of such Local Union, along with the Local Union's charter, be delivered immediately to the President, or his or her designated representative. The officers and members of such Local Union are responsible for compliance with this Article within thirty days of such determination under penalty of being prosecuted, or forfeiture of membership and benefit in the Union, or both.
- 22.04** Members of defunct, withdrawn, dissolved, or expelled Local Unions will be transferred to such Local Unions as may be directed by the Executive Board.

Article 23 – Local Union Duties and Powers

- 23.01** Local Unions will adopt bylaws that are consistent with the Constitution. Bylaws adopted by the membership of the Local Union are not in effect until they are filed with and approved by the Executive Board.
- 23.02** Local Unions will exercise bargaining rights and obligations over certifications and collective agreements held by the Union, or the Local Union as described in the Union's charter of the Local Union.

- 23.03** Local Unions are entitled to individually negotiate and administer any collective agreement entered into by the Union or the Local Union that apply to bargaining units within the Local Union's jurisdiction.
- 23.04** Local Unions are entitled to negotiate jointly, and to administer any collective agreements entered into by the Union or the Local Union, and are subject to the following:
- (a) Negotiations will be coordinated by a committee of the Executive Board of the Union.
 - (b) The Local Union must consult with a committee of the Executive Board of the Union so that provincial negotiations will take into account the Union's national bargaining priorities.

Article 24 – Local Union Elections

- 24.01** Local Union elections for officers and other elected positions will be conducted in accordance with the Local Union bylaws or, in the absence of such bylaws, in accordance with the Union constitution.
- 24.02** Local Union officers will be elected for a term of office that coincides with the terms outlined in the CSU Constitution.

Article 25 – Strike Pay

- 25.01** CSU Members that have performed their strike duties shall be entitled to a minimum strike pay of four hundred (\$400.00) per week, after ten (10) days of the strike commencing.

Obligations

Obligation of Officers and Executive Board Members

"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 this Union, attend all meetings of the Union, if possible, and at the completion of my term of office, deliver to the Union or my duly elected successor, all books, papers, funds, or other property in my possession, belonging to this Union. On my word of honour, I promise to discharge faithfully these several obligations."

Obligation of Members

"I, _____, of my own free will and accord, in the presence of these witnesses, and on my honour, do hereby covenant and promise that I will abide by the Constitution and Bylaws of the Canadian Staff Union

That I will make every possible effort to attend the meetings of this Union. That I will be orderly at its meetings, respectful in words and actions, charitable in judgment of my fellow members, and will never from selfish motives wrong a fellow member, or see them wronged, if in my power to prevent it."

Appendix "A" Defense Fund

Expenditures from the Canadian Staff Union Defense Fund shall mainly be used for special situations related to the defense of the Canadian Staff Union and its members or as determined by the Table Officers as per Article 16.

The following expenses may be paid out of the Defence Fund:

- Strike Preparation and Strike Averting
- Strike Pay
- Arbitration Cases related to Strike/Lockout
- Bargaining/Strike Issues such as Labour Board Complaints, etc.
- Any other allocation of funds determined by the Strike/Mobilization Committee

Upon decision by the Table Officers, allowances could be given during a strike or a lockout.

The allowance scale could be established by the Table Officers before the beginning of an anticipated strike or lockout during the course of one of those situations.

The allowances would be given on the tenth day of a strike or lockout up to a date set by the Table Officers.

Allowances would be given to any member in good standing, except for those already being provided with a compensation due to illness or due to an accident or in virtue of the Workers' Compensation Act or those who can earn one-third of their net salaries during the strike or lockout.

Only members in good standing, in conformity with the Constitution, who will have submitted a request to that effect and who, in addition, will have participated in the strike, will be entitled to receive allowances.

Upon decision by the Table Officers, premiums for certain insurance plans will be reimbursed by the defense fund.

Any sum contributed to the defense fund will be deposited in a separate bank account and administered by the Secretary-Treasurer.

A financial statement will be prepared annually and added to the Union general financial statement.

A financial report of the defense fund will be submitted at the Canadian Staff Union Biennial Convention.

Appendix "B" – Rules of Order

All meetings of the union shall be governed by the following Rules of Order:

1. The President or in the absence of the President, the Vice-president, shall take the chair at the time specified at all regular and special meetings of the Union. In the absence of both Officers, a Union member chosen by the Executive Board shall preside as Chair of such meetings.
2. No question of a sectarian (that is, religious) character shall be discussed.
3. A member wishing to speak shall rise, and when recognized by the Chair, shall give their name and shall confine their remarks to the question at issue.
4. Every member, while speaking, shall adhere to the question under debate, avoid all personal, indecorous or offensive language, as well as any reflection upon the Union or any of its members.
5. A member shall not speak more than once upon a subject, until all who wish to have had an opportunity to speak upon the subject. In all instances, a member shall not speak for more than five (5) minutes at any one time.
6. A member shall not interrupt another, except if it is to call a point of order.
7. If a member, while speaking, be called to order, they shall at the request of the Chair, take their seat until the question of order has been decided.
8. Should a member persist in unparliamentary conduct, the Chair will be compelled to name the member, and submit their conduct to the judgment of the Union meeting. In such case, the member whose conduct is in question shall explain, and then withdraw, and the meeting will determine what course to pursue in the matter.
9. When a question is put, the Chair, after announcing the question, shall ask: "Are you ready for the question?". If no member wishes to speak, the question shall be put.
10. Questions may be decided by a voice vote, a show of hands, a standing vote, or by a secret ballot.
11. A member may appeal the decision of the Chair. The Chair shall put the question thus: "Shall the decision of the Chair be sustained?" The matter shall not be debatable, except that the challenger and the Chair may make an explanation for their action.
12. The Chair shall have the same rights and privileges as other members to vote on any question. In case of a tie, the Chair may cast the deciding vote, or refrain from voting; in which case the motion does not prevail, and the decision is negative.
13. A motion to be entertained by the presiding member must have a Mover and a Seconder.

14. A motion may be amended and an amendment to the amendment shall be in order, but it shall not be permissible to amend an amendment to an amendment. No amendment, or an amendment to an amendment, shall be in order which is a direct negation of the Resolution.
15. On a motion, the regular order of business may be suspended by a two-thirds (2/3) vote of those present to deal with any urgent business.
16. All resolutions and motions other than those named in paragraph (14) shall, if requested by the presiding officer, be presented in writing before being put to the membership meeting.
17. At the request of any member, and upon a majority vote of those present, a motion may be divided when the sense of it permits such division.
18. When a question has been put, no motion shall be in order except: (a) to adjourn; (b) the previous question; (c) to lay on the table; (d) to postpone for a definite time; (e) to refer; (f) to divide or amend; which motions shall have preference in the order named; and the first three (3) of the motions aforementioned shall be decided without debate.
19. A motion to adjourn shall be in order at any time, except (a) when a member has the floor, and (b) when members are voting.
20. After a question has been decided, any two (2) members who voted in the majority may at the same time or next meeting move reconsideration thereof.
21. No member shall enter or leave a meeting during the reading of the minutes; installation of officers, initiation of new members, or the taking of a vote, and no member shall leave the meeting without the permission of the Presiding Officer.
22. All rules and proceedings of debate not provided herein shall be governed by 'Bourinot's Rules of Order'.

Appendix "C" – Trials

- C-1** Every member of the Canadian Staff Union is guilty of an offence against the Constitution who:
- a) Violates any provision of this Constitution;
 - b) Institutes, urges or advocates that a member should institute action in a court of law against the Canadian Staff Union or against any of its Officers or against any of its members, in respect of any matter concerning the affairs of the CSU without first exhausting all remedies through the forms of appeal provided in this Constitution;
 - c) Publishes or circulates, either verbally or otherwise, among the membership false reports or misrepresentations concerning any member of the CSU in respect to any matter connected with the affairs of the CSU;
 - d) Fraudulently receives or misappropriates any property of the CSU;
 - e) Wrongfully interferes with any Officer or any accredited representative of the CSU in the discharge of that person's duties;
 - f) Circulates reports designed or calculated to injure or weaken the CSU;
 - g) Fails to respect the Union's picket line or works for the Employer during a legal strike or a labour dispute or engages in strike breaking activities.

Complaint

- C-2** If a member in good standing of the CSU (hereinafter called the "accuser") alleges that a member or an Officer of the Union (hereinafter called the "accused") has committed an offence against the Constitution, the accuser may commence a complaint by sending a written statement of the conduct or action complained about, within sixty (60) days of the accuser becoming aware of the alleged offence, to the Recording Secretary of the Union. The accuser shall refer to the provisions of Article 21.01 which the accused is alleged to have violated.
- C-3** Within ten (10) days of the receipt of the complaint from the accuser, the Recording Secretary shall countersign the complaint and send a copy of the countersigned complaint to the accused by either delivering it personally to the accused or by sending it by registered mail to the accused.

Investigation

- C-4** The Executive Board shall appoint three (3) of its members to act as an Investigation Committee within ten (10) days of receipt of the Complaint from the accuser. These members must not be involved as a witness for either the accuser or the accused;

- C-5** The investigation shall be completed within three (3) months of the appointment of the Investigation Committee;
- C-6** The report of the Investigation Committee shall be placed on the agenda for the next regular meeting of the Executive Board. Copies shall be sent by registered mail to the accuser and the accused;
- C-7** The Investigation Committee shall also make recommendations as to any action which the Executive Board may take;
- C-8** The Recording Secretary shall notify the accuser and the accused by registered mail at least thirty (30) days in advance of the time and the place of the Executive Board meeting;
- C-9** If the complaint or complaints name two (2) or more accused and involve similar or related facts, issues or circumstances, one (1) Investigation Committee may be selected to investigate the complaints;
- C-10** If a complaint is submitted which involves four (4) or more members of the Executive Board then the following procedure shall apply:
- i. The CSU members of each region/component shall select one (1) member to sit on a Trial Panel within sixty (60) days of receipt of the complaint;
 - ii. The Trial Panel select an Investigation Committee of three (3) from among its members which shall complete an investigation within three (3) months; and
 - iii. The Trial Panel shall meet to hear the matter within ninety (90) days of the Investigation Committee's completing its investigation.

Onus

- C-11** The accuser has the responsibility of establishing that the accused has committed a violation or violations of the Constitution.

Powers of The Trial Panel

- C-12** If the accuser or the accused does not appear without good reason at the hearing of the complaint or complaints by the Executive Board or the Trial Panel, then the Executive Board or the Trial Panel may, in its discretion, dismiss the complaint or proceed to hear evidence and make a decision in the absence of either the accuser or the accused or adjourn the hearing on whatever terms it considers advisable;
- C-13** The Executive Board or Trial Panel shall determine its own practice and procedure and may accept such oral or written evidence as it considers proper, subject to the requirement that every member of the Union shall be entitled to a fair and impartial hearing. The Executive Board or Trial Panel may proceed, if necessary, with a quorum of five (5) of its members.
- C-14** The Executive Board or Trial Panel shall determine whether the accused is guilty or not of the complaint or complaints by secret ballot.

- C-15** If the accused is found guilty, the Executive Board or Trial Panel shall determine the appropriate penalty or punishment and it may determine what, if anything, the accused shall do or refrain from doing with respect to the complaint or complaints. This determination, without limiting the generality of the foregoing, may include a reprimand, fine, expulsion, suspension or prohibition from holding membership or office; an order directing the members to cease doing the act or acts complained of; an order directing the members to rectify the act or acts complained of.
- C-16** Any penalty or punishment imposed by the Executive Board or the Trial Panel shall be effective immediately.

Appeal

- C-17** The accused may appeal the finding of guilt and any penalty or punishment imposed upon them by appealing to the next general membership meeting of the Canadian Staff Union.
- C-18** Any penalty or punishment affecting the continued employment of the accused shall not be imposed until all appeal processes have been exhausted.

Appendix "D" – Financial Policies

Travel and Accommodation Expenses

- All transportation for CSU executive and committee members shall be booked through WE Travel with the prior approval of the Treasurer. CSU uses Tango Flex fares or equivalent whenever possible; however, consideration will be given for seat selection/accommodation requests and will be approved by the President.
- Once the initial travel or hotel reservations have been made each member is responsible for any necessary cancellations or changes to their arrangements.
- Hotel arrangements will be made by the treasurer and charges shall be managed through master billing. Requests for hotel arrangements for in town committee members can be requested through the chair and approved by the Secretary-Treasurer. CSU will be responsible for the room, phone, parking and internet charges. All other incidental charges are the responsibility of the individual member.
- Meetings arrangements will include internet access in the meeting room as well as morning and afternoon snacks and refreshments. When it is required to have a work through a meal (such as during negotiations), the meal will be provided.
- CSU members in the regions where the event is being held shall be provided an opportunity (at their own expense) to observe the sessions.
- When executive or committee members use their CUPE vehicle, the gas will be paid by CSU. If a member uses their personal car to travel on CSU business, kilometers will be paid at the current CRA rate. If a member has a CUPE vehicle but opts to use their personal vehicle, the member will only be reimbursed for gas receipts and not kilometers. Such expenses must be detailed on the CSU expense voucher.

Union Business and Meeting Related Expenses

- Each region is allowed up to 45\$ per member per year for CSU social events or related meetings (as determined by the regional vice president), such expenses must be detailed on the CSU expense voucher.
- Each regional Woman's Representative is allowed up to \$20.00 per member per year for CSU social events or related meetings, such expenses must be detailed on the CSU expense voucher. No region will receive less than \$200.00 per year.
- Each regional Equity Representative is allowed up to \$20.00 per member per year for CSU social events or related meetings, such expenses must be detailed on the CSU expense voucher. No region will receive less than \$200.00 per year.
- In town per diem: except for membership meetings, a per diem of \$10 dollars above that which is provided in the CSU Collective Agreement will be paid to elected CSU members when attending members.

- Out-of-town per diem: rate for meetings is equal to the CUPE/CSU out of town per diem plus \$10.
- Variations on the paid per diems may occur but at no time shall the amount paid be above the amount noted above.
- Per diems must be claimed on the CSU expense voucher.
- CSU will reimburse receipted childcare expenses in excess of the amount the member would normally have incurred while on CSU business for members of the executive or a committee mandated by the CSU. Expenses shall be detailed on an expense voucher.
- Each RVP and CSU committee chairperson is entitled to claim up to \$125 /yr. for clerical support. The table officers are entitled to \$300/yr for clerical support. All requests for payment shall be detailed on a separate CSU expense voucher identifying the individual being compensated. All clerical support payments will be paid by October 1 each year.

Gifts and Allowances

- Each CSU retiree is entitled to \$1000, upon their retirement. The retirement gift must be requested by a Vice President from the region on a CSU expense voucher. A copy of the member's retirement notice shall be included with the voucher.
- Gifts/flowers for seriously ill or bereaved members shall be up to \$75.00 (seventy-five dollars) plus taxes and delivery costs. Gifts/flowers for a birth or adoption by a member or their partner shall be up to \$75.00 (seventy-five dollars) plus taxes and delivery costs. Reimbursement will be claimed on a separate CSU expense voucher. Bereavement will include CSU members and immediate family.
- All outgoing executive members shall receive a severance allowance in the amount of \$350 dollars for each full year they have served on the executive. The severance allowance will be detailed on a separate CSU expense voucher.

Donations

- An amount not to exceed five thousand dollars (\$5,000) will be available annually for solidarity donations. On recommendation of the Executive Board, the Secretary-Treasurer will make a cheque to the organization or the person identified.

Expense Vouchers

- Vouchers must be signed by the individual requesting the expense.
- All expense vouchers must have the original receipts attached to be entitled for reimbursement.
- Vouchers must contain detailed information on the expense being requested.

- Each committee chairperson will recommend payment of committee members expense vouchers after completed by the member.

General Expense Policy

- All cheques require 2 signatures. To the extent practicable cheques shall not be authorized by a member to whom the cheque is to be issued.
- CSU will not be responsible for any costs incurred by any CSU member without prior authorization of the CSU executive.
- CSU will organize and provide lunch for CSU members attending the Biennial convention.
- Executive annual out-of-pocket expenses will be paid by October 1 each year.
- Electronic voting will be used for all elections, where practical.
- Credit Card Usage:

The CSU will be authorized to obtain and use a credit card for travel and meeting expenses only. The credit card will not be used for individual expenses. The limit on the credit card will be determined to ensure that meeting costs and travel can be covered in a monthly period. Any benefits achieved from a credit card must be in a form that can benefit the CSU and not given to individual members.