

The background of the entire page is a collage of three photographs, all overlaid with a semi-transparent red filter. The top photo shows a group of people walking on a stage, with a man in the foreground smiling. The middle photo shows a man in a dark shirt speaking at a podium to an audience. The bottom photo shows a large group of people, many wearing lanyards, posing for a group photo.

**CUSW**

**CONSTITUTION  
& POLICIES**

APRIL 2015



**UNITY  
THROUGH  
PARTICIPATION**

## VALUES AND BELIEFS

- Honesty
  - Integrity
  - Fairness
  - Equality
  - Respectful Treatment
  - Family Consideration
  - Common Sense
  - Decisions Benefiting the Members
  - Decisions Promoting the Workers
  - Involvement (including stakeholders)
  - Democratic Processes
-

**CONSTITUTION  
OF THE  
CANADIAN UNION OF  
SKILLED WORKERS**

Amended:

Sixth Convention of the Canadian Union  
of Skilled Workers

April 18 & 19, 2015

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## **ARTICLE 1**

### **NAME AND JURISDICTION**

- 1.01 This organization shall be known as the Canadian Union of Skilled Workers, and shall also be known by its short form, CUSW, hereinafter the “Union”.
- 1.02 The territorial jurisdiction of the Union shall be as determined necessary by the National Executive Board to properly represent the Members of the Union and to protect the work jurisdiction of the Union.
- 1.03 The Head Office of the Union shall be located within the borders of Canada.

## ARTICLE 2

### OBJECTS AND OATH OF OFFICE

#### 2.01 Objects

The objects of the Union are to provide for, protect, and improve the general welfare of its members and retirees, and:

- (i) To regulate the relations between employees and employers through collective bargaining;
- (ii) To organize unorganized workers and to provide an opportunity for every skilled worker to join a free and democratic union;
- (iii) To expand the jurisdiction of the Union;
- (iv) To improve the working conditions and living standards of the members, retirees of the Union and all citizens of our country;
- (v) To enter into collective agreements with employers respecting terms and conditions of employment;
- (vi) To refer members to employment and to otherwise seek to improve the employment relationship of the members;

- (vii) To provide health, safety, social, economic and political benefits to its members and retirees;
- (viii) To encourage progressive legislation to assist the members, retirees of the Union and all citizens of our country;
- (ix) To improve the training and skills of members and retirees of the Union;
- (x) To promote gender and ethnic equity in the workplace and in the Union;
- (xi) To engage in any educational, legal, social, training, apprenticeship, or political activities having the purpose of improving political, social, and economic conditions of the members and retirees of the Union, as well as, the people of our country;
- (xii) To build, maintain, and protect democratic trade unions, and employers; and
- (xiii) To assist any persons or organizations with demonstrated need.
- (xiv) No person or organization shall have benefit under this Constitution that does not comply with the values and beliefs of the Canadian Union of Skilled Workers.



## **2.02 Oath of Office**

The Officers of the Union shall dedicate themselves to achieving these objects, and shall take the following pledge:

“I, \_\_\_\_\_ (insert name) \_\_\_\_\_ hereby solemnly pledge that I will faithfully discharge my duties as an officer of the Union during the term for which I have been elected, or until my successor is duly elected and installed. I will abide by and enforce this Constitution to the best of my ability. I will do my best to maintain this Union as a free and democratic Union, and do my best to maintain our country as a free and democratic country.

## **2.03 Members Oath**

The Members of the Union shall dedicate themselves to achieving these objects, and shall take the following pledge:

“I \_\_\_\_\_ (insert name) \_\_\_\_\_ hereby solemnly pledge as a Member of the Union to abide by and enforce this Constitution to the best of my ability. I will do my best to maintain this Union as a free and democratic Union, and do my best to maintain our country as a free and democratic country.

## **ARTICLE 3**

### **POWERS OF THE UNION**

- 3.01 The Union shall have the authority:
- (i) to establish proper rules, regulations, policies and practices as its members deem necessary from time to time to achieve the objects of the Union;
  - (ii) to raise income from member contributions, initiation fees, readmission fees, assessments, and other proper and lawful sources;
  - (iii) to make commitments and disbursements in its discretion from the funds, assets, and property of the Union for regular, recurrent, and incidental expenses, organizing, strikes, collective bargaining, contract administration, awards, gifts, donations, charitable contributions, political expenditures, member education, public relations, employee benefit plans for Union personnel and officers, legal expenses, and such other expenses and investments as it deems necessary and proper to carry

- out the objects and purposes of the Union;
- (iv) to establish proper wages, conditions, and hours of employment through the process of collective bargaining with employers and to fulfil and require observance thereof. The Union is autonomous in the exercise of its right to negotiate and consummate agreements with employers, and to police and enforce the terms and conditions thereof, subject only to applicable law of our country.
  - (v) to take all steps necessary to constitute and operate as a trade union in the construction and other industries.
  - (vi) to provide for the well-being and security of members, officers, and employees of the Union by establishing insurance, health and welfare, sick benefits, pension, severance, and other member benefit plans;
  - (vii) to carry out its other duties, responsibilities, and functions as provided in the Constitution;

- (viii) to take such other actions as it deems necessary or proper to fulfil the objects as set out in the Constitution;
- (ix) to take any actions it deems necessary or proper to assist other unions, organizations or individuals to properly fulfil the objects set out in the Constitution.
- (x) to uphold the Values and Beliefs as part of this Constitution.

## ARTICLE 4

### MEMBERSHIP

- 4.01 To be eligible for membership in the Union, a person must be:
- (i) working in a bargaining unit that the Union is seeking to organize or has organized; or
  - (ii) eligible for employment in a bargaining unit that the Union is seeking to organize or has organized; or
  - (iii) eligible for employment in any bargaining unit to which the Union through a hiring hall arrangement or otherwise provides members for employment purposes.
- 4.02 Apprentices may be accepted into membership at any time, and shall be admitted to membership, provided that the apprentice agrees to be under the supervision of the Apprenticeship Committee. An apprentice shall attend such classes as directed by the Apprenticeship Committee.
- 4.03 Members are eligible to choose how they participate in the Union from categories of

membership as established by the Union, depending upon their circumstances.

- 4.04 (i) No member(s) shall conspire or promote other unions in a bargaining unit already organized by the Union.
- (ii) No member(s) of a Bargaining unit shall engage in acts that violate the value and beliefs of the union as described in the constitution.
- (iii) Members that violate or conspire will be subject to the judicial code, judicial code policies and/or article 7.06 (xx) National Executive Board.

## **ARTICLE 5**

### **MEMBERSHIP MEETINGS**

- 5.01 Regular Membership meetings of the Units may be held monthly, at a time and date as decided by the Unit. The Unit shall have as a minimum, a quarterly Membership meeting. The Membership will be advised of any changes of regular Membership meeting dates.
- 5.02 Members may meet to discuss workplace issues at a place and time determined by the Members in the workplace in collaboration with the Workplace Steward(s) and Workplace Health & Safety Representative(s). Members will be advised of such meetings including date, time and location.
- 5.03 The National Executive Board will prepare for and conduct a Convention on behalf of the members as detailed in Article 14.
- 5.04 The President or a majority of the National Executive Board may call special meetings. The Recorder shall notify the members in writing, by mail, leaflets in the Union newspaper, on accessible bulletin boards, and by e-mail of any special meeting. No business

shall be transacted at such a meeting except for that for which it is called, unless not less than two thirds (2/3) of the members voting at such a meeting vote to deal with other matters.

- 5.05 The Unit Chair or a majority of the Unit Executive may call special meetings of the Unit. The Unit Recorder shall notify the members of the Unit of the special meeting. No business shall be transacted at any special meeting except that for which it was called.



## ARTICLE 6 FINANCES

6.01 The financial income of the Union shall be determined by the Members to ensure the efficient operation of the Union as follows:

(i) **Working Member Contributions**

Each Member working in a CUSW Bargaining Unit shall contribute monthly to the efficient operation of the Union for the benefit of the Membership. The Bargaining Unit Members in cooperation with the National Executive Board shall determine at the time of ratifying a collective agreement or from time to time the amount per hour earned and deemed appropriate to conduct the efficient operations of the Union. The said amount shall be incorporated in the collective agreement and forwarded by employers to the Union in a manner defined in such agreements.

(ii) **Basic Member Contributions**

Each Member not working in a CUSW Bargaining Unit shall contribute monthly to the efficient operation of the Union for the benefit of the Membership. Where the

National Executive Board determines it appropriate, it may recommend an appropriate amount to be approved by the Members of CUSW by a majority vote of the membership, voting by secret ballot.

**(iii) Fees and Assessments**

Where the National Executive Board determines it appropriate, it may recommend Fees and Assessments for each member or working member and such Fees and Assessments will become effective when approved by a majority vote of the membership, voting by secret ballot.

**(iv) Establishing a New Bargaining Unit**

Working Member Contributions/Basic Member Contributions shall be payable immediately upon joining, unless no collective agreement is in force, in which case the National Executive Board shall have discretion to waive payment of contributions until the effective date of the first collective agreement negotiated by the Union on behalf of the new Bargaining Unit.

## **ARTICLE 7**

### **OFFICERS AND DUTIES**

- 7.01 The Officers of the Union shall consist of the President, Immediate Past President, Vice Presidents, Treasurer, Recorder, and three National Executive Board Members.
- 7.02 The National Executive Board of the Union shall consist of the President, First Vice-President, three National Executive Board members, Treasurer and Recorder.
- 7.03 The President shall be the full time representative of the Union and will be paid wages and expenses as determined by Article 18 of the Constitution.
- 7.04 When the Union or the National Executive Board on behalf of the Union determines that the President requires assistance to carry out the duties and obligations assigned hereunder, the First Vice President will become a representative of the Union and will be paid wages and expenses as determined under Article 18 of the Constitution. The First Vice President will fulfill the duties of the President in his/her absence.

**7.05** When the Union or the National Executive Board on behalf of the Union determines that the President requires assistance, in addition to the First Vice President, to carry out the duties and obligations assigned hereunder, the National Executive Board will cause an election for an additional Vice President. Vice Presidents shall be elected from the membership in the same manner as other Union Officers and the list of Officers will be expanded to include such elected members. The term of office for the Vice Presidents elected interim of the regular election will be for the period until the next Election of Officers. Wages and expenses shall be paid in accordance with Article 18 of the Constitution.

**7.06 National Executive Board**

- (i) The National Executive Board shall be the highest authority of the Union between Conventions and shall be empowered to act on behalf of the membership to the extent business requires prompt and decisive action affecting the interests of the Union.

- (ii) All decisions of the National Executive Board shall be made by consensus where possible. When a vote is required to resolve an issue the President shall break all tied votes.
- (iii) Actions of the National Executive Board, except for commitments and disbursements for the regular, recurrent and incidental expenses of the Union, shall be binding until and unless modified by vote of the membership at Convention when the report of the National Executive Board is made to it.
- (iv) The presence of at least four members of the National Executive Board shall constitute a quorum; a majority of those present and voting shall be required for all official acts.
- (v) The National Executive Board shall meet at least once a month; it shall also hold such special meetings or conference calls as, in its judgement, it may deem appropriate or necessary.

- (vi) The National Executive Board shall make available the minutes of all NEB meetings.
- (vii) It shall be the duty of the National Executive Board to see to it that the affairs and business of the Union are being properly conducted, in accordance with the Constitution.
- (viii) When the Union, or the National Executive Board on behalf of the membership, has decided that a Representative of the Union is needed to support the short term needs of the Union, the National Executive Board shall appoint such Representatives and it shall determine the salary and other compensation to be paid.
- (ix) The National Executive Board shall ensure that a bond is provided which protects against loss by reason of acts of fraud or dishonesty covering every Officer, agent, shop steward, or other representative who handles funds or other property of the Union, in an amount not less than the minimum

required by the provisions of applicable law, or as set by the membership.

- (x) The National Executive Board shall sit as the Judicial Committee in panels of three, chosen by lot, and shall conduct its Judicial Committee functions in accordance with Article 7.14.
- (xi) The National Executive Board shall have the authority to determine whether the Union will be represented at conventions of labour and other organizations, and shall have the authority to determine how delegates to such conventions shall be chosen. The President shall be an exofficio delegate to any convention or meeting to which the Union chooses to send delegates.
- (xii) The National Executive Board shall have the authority to appoint Trustees from the membership to all union, pension, benefit, promotion, training, apprenticeship, legal aid, or any other benefit in respect of whom Union members are beneficiaries, provided such persons shall serve for not more

than three (3) years, but are eligible for reappointment at the end of each three (3) year term. Nominations and appointments will occur in the year prior to Elections. During the three (3) year term, such Trustees may be removed only for just cause.

- (xiii) The National Executive Board shall have the authority to fill a vacancy on the National Executive Board by causing an election for the vacated position. Such elections, by the members, shall be held no later than ninety (90) days from the time the vacancy occurs. When a vacancy occurs with less than 12 months remaining in the regular term, the elected National Executive Board shall have the authority to fill the vacancy.
- (xiv) The National Executive Board shall have the authority to affiliate with any central labour organization in Canada or Internationally, with the approval of the membership.
- (xv) The National Executive Board shall have the power to authorize the Union



to grant human, financial, or any other assistance to any other union, organization or charity requesting such assistance.

- (xvi) The National Executive Board shall have the power to hire or retain office, administrative and professional employee staff and services as it deems appropriate to the objects, purposes, and policies of the Union, to establish and modify their compensation expense allowance so as to ensure they are properly compensated for their services to the Union.
- (xvii) The National Executive Board shall have the power to obtain and instruct counsel on behalf of the Union, and to retain and instruct any other professionals or consultants.
- (xviii) The National Executive Board shall have the authority to lease, buy, sell, mortgage or dispose of, when authorized by the Union to do so, any property or property rights it deems desirable to meet the objects, purposes, and policies of the Union, and shall direct the management and investment of the

property and funds of the Union, provided the National Executive Board shall ensure that any real property owned is held by a corporation based on not-for-profit in respect of which each member of the Union is a member of the corporation. The National Executive Board may deposit other property and funds of the Union in the not-for-profit corporation. The National Executive Board members of the Union shall be the National Executive Board members of the not-for-profit corporation.

- (xix) The National Executive Board shall have the authority to establish the following committees: Constitution Committee, Audit Committee, Negotiating Committee, Health, Safety & Wellness Committee, Communication Committee, Values and Beliefs Committee, Political Action Committee, Apprenticeship Committees as required, Social Committee, Sick Benefit Committee, Working Rules and Membership Committee, Growth

and Opportunity Committee, Training and Education Committee, Technology Committee, Retirees Committee, a Sergeant-at-Arms, and such other committees the Union deems necessary.

- (xx) The National Executive Board may remove any member from any shop or job (when not in violation of an agreement) for not complying with the Constitution, Policies or rules of the Union, or when the National Executive Board determines the best interests of the Union requires such removal. Any such removed member shall be entitled to a review by the Judicial Committee of the National Executive Board and or the Independent Hearing Tribunal.
- (xxi) The National Executive Board shall have the responsibility of protecting the rights of members under this Constitution, the Charter of Rights and Freedoms and any other laws that may be applicable under the law of our country.
- (xxii) Any member of the Union shall have the right to make presentation to the Union

National Executive Board. Any member requesting such a meeting will notify the Union National Executive Board fourteen (14) days prior to the next Union National Executive Board meeting. This shall be done in writing and shall identify the issues to be addressed.

### **7.07 President**

- (i) He/She shall advance the objects in the best interests of the Union.
- (ii) The President shall be responsible to the membership of the Union in all matters pertaining to the Operation of the Union and shall fulfil the following duties in accordance with the direction of the National Executive Board.
- (iii) He/she shall see to it that the affairs and business of the Union are being properly conducted in accordance with the direction of the National Executive Board, and within the rules, regulations, policies and practices of the Union and in accordance with legal requirements and lawful orders;

- (iv) He/She shall preside as Chairperson at all National Executive Board meetings or meetings specially called by the National Executive Board and exercise all authority and responsibility as such chairperson.
- (v) A report on his/her activities and the activities of his/her assistants, if any, at each meeting of the National Executive Board, and such other times as the National Executive Board may require.
- (vi) Negotiations with employers shall be through a Bargaining Unit Negotiating Committee of which the President or his/her delegate shall be a member ex-officio;
- (vii) He/she shall direct and supervise the activities of Representatives in accordance with the direction of the National Executive Board. The President shall have the authority to discharge Representatives when required for just cause subject to appeal to the National Executive Board and the Independent Hearing Tribunal. The decision to hire Representatives shall

be the decision of the National Executive Board.

- (viii) He/She shall keep informed of all contemplated work to be done within the jurisdiction of the Union.
- (ix) He/She shall be a member of the National Growth and Opportunity Committee. The Committee shall use all proper and lawful means of organizing the work coming within the territorial and work jurisdictions of the Union.
- (x) For all monies collected in the field, he/she shall give an official receipt of the Union, which monies shall then be turned over to the Treasurer of the Union, as soon as is practicable, and obtain a receipt therefor.
- (xi) By virtue of his/her election, he/she shall serve as a delegate to any labour body with which the Union is affiliated.
- (xii) He/she shall, together with the Treasurer, sign all checks or orders for payment of monies from the Union's

accounts, and sign all official documents of the Union, except as herein otherwise provided.

- (xiii) He/she shall call special meetings of the Union or of the National Executive Board, when requested to do so by the National Executive Board of the Union.

#### **7.08 Immediate Past President**

- (i) During the first term of a new President, if the Immediate Past President is available, the Immediate Past President may continue as an Officer of the Union and shall fulfil such duties as the National Executive Board and membership determine necessary to advance the objects and best interests of the Union.

#### **7.09 Vice Presidents**

- (i) Vice Presidents, including the First Vice President, shall fulfil such duties as the National Executive Board and the membership determines necessary to advance the objects and best interests of the Union. Without limiting the foregoing, the Vice President may be

assigned duties similar to the President for a geographic region of the Unions' jurisdiction or for specific sectors of work covered by this constitution. In support of the principle of Article 2.01 (iii) a Vice President may also be assigned to specific tasks such as directing the external affairs of the Union.

### **7.10 Recorder**

- (i) The Recorder shall be responsible for the preparation and signing of the minutes of all National Executive Board meetings and conference calls which shall be turned over to the Treasurer as part of the records of the Union.
- (ii) He/she shall submit his/her books to the auditors of the Union for inspection once a year or to a Certified Public Accountant when the Union has retained such accountant for the purpose of auditing the financial records of the Union.
- (iii) He/she shall, together with the President, sign all credentials of delegates of the Union.



## **7.11 Treasurer**

- (i) All monies payable to the Union shall be turned over to the Treasurer, who shall give a proper receipt therefor.
- (ii) He/she shall make and keep a proper record of all such monies received and deposit same in the name of the Union, in such banks or depositories, as the National Executive Board shall determine.
- (iii) He/she shall make disbursements in accordance with the provisions of Article 7.06 (xvi) herein.
- (iv) He/she shall, once each month, at a meeting of the Union, make a written, categorical financial report of the monies received and disbursed since his last report to a meeting.
- (v) He/she shall, together with the President or First Vice President, sign all checks or orders for the payment of monies from the Union's accounts.
- (vi) He/she shall submit books and records to the Audit Committee of the Union

for inspection on a quarterly basis, and to a Chartered Accountant for the purpose of auditing the financial records of the Union on an annual basis.

- (vii) The Treasurer shall pay directly to a pension fund for the officers of the Union, if such is established, an amount directed by the National Executive Board.
- (viii) The Treasurer shall register all Union Members in the appropriate registries.
- (ix) All minutes of meetings, property, books, papers, and records of all financial transactions within the Union shall be in the custody of the Treasurer.
- (x) The day to day activities of the Treasurer shall be carried out on behalf of the Treasurer by one of the full time Representatives of the Union as directed by the National Executive Board.

### **7.12 Sergeant-at-Arms**

The Sergeant-at-Arms shall determine the right of those who shall be permitted to enter the meeting hall of the Union Convention or

Special Meetings of the membership called by the National Executive Board of the Union; he/she shall execute such orders given to him/her by the President for the maintenance of order and decorum at meetings.

### **7.13 Audit Committee**

- (i) The Audit Committee shall be a standing committee of the Union and will consist of three members appointed by the National Executive Board. The Audit Committee will be appointed for a period of three years with nominations in March and appointments in May prior to the Union's regular election year. Members are eligible for reappointment at the end of each term. Audit Committee members may be removed only for just cause.
- (ii) The Audit Committee shall at the end of the year audit books of the Treasurer and check the entries with bank deposits, statements and other data or memoranda. They shall render a detailed report annually to the Union, showing financial transactions and the

financial condition of the Union for the preceding year.

- (iii) The Audit Committee shall have the right to require the production of books, records and other data or memoranda from all officers, officials or employees who participated in any financial transaction and to request their appearance for the purpose of making such report or explanation as may be deemed necessary by them.
- (iv) The Union shall retain a Chartered or Public Accountant to prepare an annual audit, which shall be carried out under the direction of the Audit Committee. The Accountant shall report to the Audit Committee.

#### **7.14 National Executive Board Judicial Functions**

- (i) The National Executive Board shall establish a Judicial Committee composed of all members of the National Executive Board who shall act in panels of three (3), chosen by lot for the purpose of hearings conducted by the

Judicial Committee as described in the Judicial Code, Article 17.

- (ii) The Judicial Committee of the National Executive Board shall establish an Independent Hearing Tribunal (“IHT”). The IHT will be composed of members of the Judicial Committee, three respected persons appointed from other trade unions in the trade union movement, and two (2) independent arbitrators. The IHT will sit in panels of three, one member chosen by lot from the Judicial Committee, one member chosen by lot from among the persons appointed from other trade unions, and a Chair, which will be one of the independent arbitrators who will alternate as Chair of hearing panels of the IHT, with the first Chair chosen by lot. The IHT will conduct hearings as set out in the Judicial Code. The member of the Judicial Committee sitting on the IHT cannot be a member of the Judicial Committee who heard a matter, which is under appeal to the IHT.

## ARTICLE 8

### UNION ELECTIONS

- 8.01 (i) The officers of the Union shall be elected for a three-year term by secret ballot vote of the members of the Union.
- (ii) A member of the Union shall hold only one elected office in the Union.
- (iii) Nominations for Union officers shall be held at the regular meeting of each Unit in April of election years. No member shall be a candidate for more than one office, except as provided in this Constitution. If a member is nominated for more than one office, he/she shall immediately declare for which office he/she will be a candidate. Nominations may be faxed to the Union Recorder or presented in person at a regular Unit Meeting.
- (iv) Members of one unit may nominate members of another unit for Union office. It is not necessary that such nominees be confined to a particular unit. A member placing the name

of another member in nomination for office where the nominated member is not present, shall at the time the nomination is made, give to the Unit Recorder evidence in writing signed by the nominee, that the nominee agrees to be a candidate for a specific Union office. However, any member being nominated in this manner cannot signify his/her intentions to be a candidate for more than one specific Union office.

- (v) Immediately after nominations, the Unit Recorder shall forward a list of the names of the candidates, signed by the Unit Recorder and the Unit Chair, to the Recorder of the Union.
- (vi) After nominations have closed, the National Executive Board shall appoint an Election Judge and as many tellers as required who shall serve as an Election Board to conduct the election. No candidate for office shall be eligible to serve on the Board.
- (vii) After nominations have been made, and those nominees are found to be

qualified, the Election Board shall have the ballots prepared, listing in alphabetical order, the names of all candidates for each respective office, beginning with President, and continuing in the order listed in this Constitution. Such ballots shall not contain any identifying numbers or marks.

- (viii) All voting shall be by mailed secret ballot.
- (ix) The Recorder shall furnish to the Election Judge, not less than twenty-one (21) days before the election, an alphabetical list of all members eligible to vote. All members in good standing and qualified should be entitled to vote.
- (x) The National Executive Board shall decide the last day on which ballots shall be received, and the date, time and place when the ballots will be counted. This date shall be in the month of June and this information shall be enclosed with the ballot sent to each member eligible to vote.

Candidates may provide campaign literature to the Election Board, which



would be included with the mail out of the Ballots. Campaign material will be limited to:

- (a) Union Experience
- (b) Union positions held
- (c) Committee participation
- (d) Unit participation
- (e) Other associated Union Experience

A member may send one personal mail out to the membership but must supply the stuffed, sealed and stamped envelopes to the Union office. The Union office will then address and mail the envelopes.

- (xi) The Election Judge shall mail or cause to be mailed to all eligible voters, an official ballot and two envelopes. One envelope shall be smaller than the other and shall have the words: "OFFICIAL BALLOT" stamped or printed on it. The larger envelope shall be pre-addressed to the Election Board and shall contain a space in the upper left hand corner where the member shall place his name and address.

- (xii) Upon receiving his ballot, the member shall mark same and enclose it in the smaller envelope marked: "OFFICIAL BALLOT". This envelope shall be placed in the larger preaddressed envelope and mailed to the Election Board.
- (xiii) The Election Board shall select a depository to which the envelopes containing the ballots should be mailed. This shall not be the Union Post Office Box or the Union Headquarters. The Union shall pay (Cost of such depository). This Board shall advise the Union of such depository in sufficient time to prepare the preaddressed envelopes.
- (xiv) The Election Board shall open the envelopes, remove the smaller envelope marked: "OFFICIAL BALLOT" and deposit same in ballot box with the other ballots. No envelope received later than the time and date as determined and announced by the National Executive Board shall be opened by the Election Board.
- (xv) The Election Board shall count the ballots and certify the results in writing to

the National Executive Board immediately after the ballots have been counted. All candidates shall be informed of the election results by the Election Board.

- (xvi) All election records including ballots shall be preserved for one year from the date of this election, after which same shall be destroyed unless a question has arisen in connection therewith.
- (xvii) Any candidate for office may be present or have a Union member, who is in good standing, as a scrutineer at the counting of the ballots.
- (xviii) Elections for the full time positions in the Union (President, Vice Presidents) shall be decided for the candidate receiving a majority of votes cast (50% plus 1). A run-off vote will be conducted for those positions where the 50% + 1 was not obtained. The two candidates receiving the highest number of votes in the original ballot shall engage in a run-off election. The candidate receiving the majority of votes (50% + 1) shall be declared elected. In the event a tie and

more than two candidates are required in the run-off election, the 50% + 1 rule still applies and if required additional run-off elections shall be held until a single person receives a clear majority.

- (xix) All other positions will be decided for the candidate receiving the most votes for a specific office.
- (xx) Election Campaign Contributions are limited to members of CUSW and there must be full detailed disclosure to the Election Judge of all funds received.

## ARTICLE 9

# QUALIFICATIONS FOR OFFICE

- 9.01 In order to qualify as a candidate for any office in the Union, a member shall be required to have been in good standing in the Union for a period of two (2) years immediately prior to nomination, and be current in the payment of his dues. No member can be a candidate for office in the Union, if she/he is in the employment of another Union. This includes, but is not restricted to, elected officer, Staff, Representative, Steward, Health & Safety Representative, etc.
- 9.02 A candidate must agree to observe, conform, and comply with all the terms and provisions of this Constitution, and all the rules, regulations, policies, practices, and decisions adopted and promulgated in the further administration of the provisions of this Constitution.
- 9.03 When a merger or amalgamation with another union has taken place membership in the predecessor union will be treated as membership in CUSW for purposes of the two-year qualification period.
- 9.04 A new member under two years of membership in the Union shall qualify under 9.01.

## ARTICLE 10

### UNITS

- 10.01 Units will be established on a Geographic, Sector or Bargaining Unit basis as determined necessary by the National Executive Board to enhance the participation of the Membership and promote the Union within the community.
- 10.02 (i) Unit officers shall be members of their respective Units. Each Unit shall have the following officers, who shall be known as the Unit Executive: Chair, Vice Chair, Recorder, Treasurer and 3 Executive members.
- (ii) The Unit is responsible for establishing its voting constituency, which shall include working members, unemployed members and retired members.
- (iii) Units shall establish their own budgets, business plan and long term goals. They can also affiliate with local labour groups or organizations. The above however, is subject to approval of the Unit Membership.

- (iv) Unit decisions impacting other Units will be resolved between the Units involved. Those issues, which cannot be resolved at the Unit level, will be directed to the Union National Executive Board.
  - (v) The Units may raise funds for charitable donations. Disbursement and distribution of such funds will be in accordance with Approved Terms of Reference and the approval of the members of that Unit attending such Unit meeting.
- 10.03** The duties of Unit officers within the Unit shall be as follows:
- (i) Unit Executive**
    - (a) The Unit Executive shall be the governing body of the Unit and shall be empowered to act on behalf of the membership of the Unit to the extent business requires prompt and decisive action affecting the interests of the Unit.
    - (b) All decisions of the Unit Executive shall be made by consensus where possible. When a vote is required to resolve an issue the Unit Chair shall break all tied votes.

- (c) The presence of at least four members of the Unit Executive shall constitute a quorum; a majority of those present and voting shall be required for all official acts.
- (d) The Unit Executive shall meet regularly at such time as it may decide.
- (e) The Unit Executive shall provide notification prior to all meetings of the Unit.
- (f) It shall be the duty of the Unit Executive to see to it that the affairs and business of the Unit are being properly conducted, in accordance with the Constitution.
- (g) The Unit Executive shall have the authority to fill a vacancy on the Unit Executive by causing an election for the vacated position. Such elections, by the members, shall be held no later than ninety (90) days from the time the vacancy occurs.
- (h) The Unit shall establish a Unit Events Committee to provide opportunities for Members to come together in their Communities, a Unit Growth Committee with a focus on sustainable



energy initiatives in their Communities, a Unit Training Committee to organize opportunity to further skill development, a Unit Grievance Committee to ensure Workers are fairly represented in the Workplace and have the authority to establish such other Committees, as the Unit deems necessary.

- (i) Selection of Unit Committee Members is the responsibility of the Unit Executive. Selection criteria and committee terms shall be as per Article 19.
- (j) Each Unit Committee will hold a first meeting to set up committee positions within forty five (45) days of their appointment of each new three (3) year term.
- (k) Any Member of the Union shall have the right to make presentation to the Unit Executive. Any member requesting such a meeting will notify Unit Executive fourteen days prior to the next Unit Meeting. This shall be done in writing and shall identify the issues to be addressed.

- (ii) **Unit Chair**
  - (a) The Unit Chair shall be responsible to the membership of the Unit in all matters pertaining to the operation of the Unit and shall fulfil the following duties in accordance with the direction of the Unit Executive.
  - (b) She/he shall see to it that the affairs and the business of the Unit are being properly conducted in accordance with the direction of the Unit Executive, and within the Rules, Regulations, Policies and Practices of the Union and in accordance with lawful orders;
  - (c) She/he shall preside as chairperson at all meetings of the Unit and exercise all of the authority and responsibility as such chairperson;
  - (d) She/he shall preside at all meetings of the Executive of the Unit as its chairperson;
  - (e) The Unit Chair shall report on his/her activities and the activities of his/her assistants, if any, at each meeting of the Unit Executive and meetings of

the Unit, and at such other times as the Executive of the Unit may require.

- (f) By virtue of his/her election, she/he shall serve as a delegate to any labour body with which the Unit is affiliated.
- (g) She/he shall, together with the Unit Treasurer, sign all checks or orders for payment of monies from the Unit's accounts, and sign all official documents of the Unit, except as herein otherwise provided.
- (h) She/he shall call special meetings of the Unit or of the Unit Executive, when requested to do so by the Unit Executive.
- (i) The Unit Chair shall be responsible to keep an updated membership list for her/his Unit.

### **(iii) Vice Chair**

The Vice Chair shall carry out duties and responsibilities similar to those of the Unit Chair in accordance with the direction of the Unit Executive. The Vice Chair shall carry out the duties of the Unit Chair in his/her absence.

**(iv) Unit Recorder**

- (a) The Unit Recorder shall supply a copy of the minutes of Unit meetings as soon as possible.
- (b) The Unit Recorder shall be responsible for the preparation and signing of the minutes of all Unit meetings and conference calls which shall be turned over to the Unit Treasurer as part of the records of the Union.
- (c) The Unit Recorder shall make available the records of the Unit for inspection a minimum of once per year for the purpose of auditing the financial records of the Unit.

**(v) Unit Treasurer**

- (a) All monies payable to the Unit shall be turned over to the Unit Treasurer, who shall give a proper receipt therefore.
- (b) She/he shall make and keep a proper record of all such monies received and deposit the same in the name of the Unit, in such banks or depositories, as the Unit Executive shall determine.

- (c) She/he shall, once a month, at a meeting of the Unit, make a written, categorical financial report of the monies received and disbursed since his/her last report to a meeting.
- (d) She/he shall, together with the Unit Chair, sign all checks or orders for the payment of monies from the Unit's accounts.
- (e) She/he shall submit books and records to the Audit Committee of the Union for inspection on a quarterly basis, and to a Chartered Accountant for the purpose of auditing the financial records of the Union on an annual basis.

**10.04** Members of CUSW are eligible to attend any scheduled Unit Membership meeting(s) or participate in any Unit activities.

Attendance at Unit meetings shall be considered attendance at Union meetings.

**10.05** There are hereby established in the jurisdiction of the Union the following Units:

- (i) Atlantic
- (ii) BC/Alberta
- (iii) Bruce

- (iv) Cariboo Northern
- (v) Central
- (vi) Greater Durham Region
- (vii) Greater Vancouver Area
- (viii) Niagara Falls-Hamilton
- (ix) Northern
- (x) Ottawa
- (xi) Sask
- (xii) South Western

and such other Units as established by the Union.

- 10.06** Where there is no established Unit Executive, the National Executive Board shall act in place of the Unit Executive.

## ARTICLE 11

### UNIT ELECTIONS

- 11.01 Unit Officers shall be nominated at the regular meeting of each Unit in July and elected at the regular meeting of each Unit held in September of the year that the Union elects Officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers. Nominations may be faxed to the Union Hall or presented in person at a regular Unit meeting.
- 11.02 No member shall be a candidate for more than one Unit office. If nominated for more than one office, he/she shall immediately declare which office he/she will be a candidate for. A member of the Union shall hold only one elected office in the Union.
- 11.03 A member must be on the membership list of the Unit and be a member in good standing with the Union immediately prior to nominations to be eligible for office in his/her Unit. No member may be an Officer in more than one Unit.

- 11.04** One Judge and two Tellers shall be appointed by the Unit Executive to conduct the election. Any candidate may be present or have a Union member as an observer present during the voting and the counting of the ballots.
- 11.05** Voting shall be by secret ballot. The candidate receiving the highest number of votes for each Unit office shall be declared elected.
- 11.06** Election Campaign Contributions are limited to members of CUSW and there must be full detailed disclosure to the Election Judge of all funds received.
- 11.07** In all cases where a tie vote occurs in a Unit election a run-off election will be held between the members who are involved in the tie vote.



## **ARTICLE 12**

### **WORKPLACE**

#### **12.01 Purpose**

A Workplace will be established under the terms of a collective agreement and may be organized by geographic area, project, zone, facility or site. The purpose of the Workplace is to provide a positive opportunity for all Workplace Parties (Workers, Management, Workplace Representatives and Supervisors) to come together to collaborate on the operation of the business, to properly represent the Members in the Workplace and to protect the jurisdiction of the Union.

#### **12.02 Union Supervisors**

Workplace Supervisors are Members of the Union that take on a supervisory role for the benefit of all participants in the Workplace. These Members provide Leadership in Health & Safety, Planning, Skills Development, Coordination, Quality and Productivity.

### 12.03 Workplace Representatives

(i) **Steward**

- (a) It shall be the duty of the Steward to enforce the collective agreement in accordance with the authority given to him/her under the collective agreement, and in conjunction with the President and National Executive Board on behalf of the Union.
- (b) Stewards shall keep the strict confidentiality of the members, which he/she represents.
- (c) Stewards shall attend and/or make a written report to the Members in the Workplace and at the Workplace Meeting(s).
- (d) Stewards shall work at the direction of the Workplace Members.
- (e) He/She shall be charged with the responsibility of protection of the work jurisdiction and territory described under the Collective Agreement he/she has been elected to cover.

- (ii) **Health & Safety Representative**
  - (a) It shall be the duty of the Health & Safety Representative to enforce the Health & Safety Act and its regulations in accordance with the authority granted to him/her by the Act and in conjunction with the National Executive Board and recognized Committees of the Union.
  - (b) Health & Safety Representatives shall keep the strict confidentiality of the members, which he/she represents.
  - (c) Health & Safety Representatives shall attend and/or make a written report to the Members in the Workplace and at the Workplace Meeting(s).
  - (d) Health & Safety Representatives shall work at the direction of the Workplace Members.

## **ARTICLE 13**

### **WORKPLACE ELECTIONS**

- 13.01 Workplace Elections will occur every three years or as required (i.e. the establishment of a new Workplace). The Workplace Election which occurs every three years will take place between January 1st of the election year and March 31st of the election year.
- 13.02 The Workplace will establish an Election Committee to facilitate the Workplace Election. The establishment of the election committee will occur prior to the call for nominations. An Election Judge will be determined by the Committee.
- 13.03 Election notices and nomination forms for Workplace Steward and Health & Safety Representative shall be distributed to all Workers in the Workplace by the Election Committee.
- 13.04 Voting shall be by secret ballot. The candidate receiving the highest number of votes for each position shall be declared elected.
- 13.05 In all cases where a tie vote occurs, a run-off election will be held between the Workers who are involved in the tie vote.

## **ARTICLE 14 CONVENTION**

- 14.01** This Constitution can only be changed by a majority vote of the Delegates attending a Convention of the Union.
- 14.02** The Canadian Union of Skilled Workers shall meet in a regular convention every 3 years between January 2nd and April 30th at such a place decided upon by the National Executive Board.
- 14.03** The National Executive Board has the authority to select the date on which the Union Convention is to convene.
- 14.04** The National Executive Board shall establish a budget to prepare for and conduct the Convention.
- 14.05** In order to qualify as a delegate for the CUSW Convention, a member shall be required to have been in good standing in the Union immediately prior to nomination and current in the payment of his/her dues. No member can be a delegate to convention if he/she is in the employment of another Union.

## **ARTICLE 15**

### **MERGERS AND AFFILIATIONS**

- 15.01 The Union shall have the authority to merge into or transfer jurisdiction to another Union provided that a two thirds (2/3) majority of CUSW membership voting by secret ballot vote to take such action.
- 15.02 The Union shall have the authority to merge with another Union or Association with CUSW when the other Union or Association becomes part of the Union under this Constitution.

## **ARTICLE 16**

# **CONSTRUCTION OF THE CONSTITUTION**

- 16.01** The Laws of Canada and it's Provinces and Territories will govern any question of the interpretation of this Constitution.
- 16.02** If the legality of an act by the union, its officers, or agents, depends upon the interpretation of the Constitution, the Constitution shall be construed so as to make the act lawful.
- 16.03** If any provision of the Constitution is declared invalid by operation of law or by any competent authority or tribunal, the remainder of the Constitution or the application of such provision to persons of circumstances other than those to which it has been held illegal or invalid shall not be affected thereby.
- 16.04** The National Executive Board shall have the power to interpret the provisions of the Constitution, subject to the Judicial Code, Article.

## ARTICLE 17

### JUDICIAL CODE

(Refer to Judicial Code Policy)

17.01 It shall be an offence against the Union:

However, in interpreting these offences, it shall be a defence of the member that the member was engaging in reasonable and democratic dissent within the Union.

- (i) For any officer of the Union knowingly to make a false statement or to conceal a material fact in any official union report, or to withhold information, which under the Constitution, or laws promulgated thereunder or other laws, he is required to provide.
- (ii) For any member knowingly to present false evidence in any proceeding or trial provided for by the Constitution, or laws promulgated thereunder.
- (iii) For any member to convert to his or its own use or to the use of another not entitled to such use any property of the Union, or to conspire or attempt to do so.



- (iv) For any member to commit or to conspire to incite, or attempt or conspire to commit violence against any other member.
- (v) For any member knowingly to work for an employer against whom a strike has been called.
- (vi) For any member knowingly to violate, or to conspire or attempt to violate, the constitution of CUSW, and laws promulgated thereunder, or any lawful order of the National Executive Board.

### 17.02 Penalties

- (i) A member found guilty of any offences enumerated in Section 1 hereof may be:
  - (a) fined up to \$2,000 for any act constituting an offence or offences;
  - (b) suspended from membership.
- (ii) An officer or a trustee found guilty of any offence may be suspended or removed from office in addition to any other penalty.
- (iii) In addition, the penalty for any violation resulting in a wrongful loss of property to the Union may include

a provision for reimbursement of the body suffering the loss.

- (iv) An officer or a trustee may be removed from office or suspended for just cause, and only in accordance with this Constitution.

### 17.03 Charges

- (i) All charges must:
  - (a) be in writing;
  - (b) be filed within thirty (30) days from the date that an alleged violation or offence occurred;
  - (c) state the provisions of the Constitution or policy allegedly violated;
  - (d) state the name of the charged party.
  - (e) state the specific action that the charged party complains of, with sufficient particularity for the charged party to know the allegations against him so that a proper defence may be made, including the locations, dates, and times of the alleged violation.
  - (f) be signed by the member or members filing the charges.

- (ii) Charges by a member against another member or an officer or a trustee shall be filed with the Recorder of the Union, who shall thereupon convene a Judicial Committee of the National Executive Board by lot. No member of the Judicial Committee who is involved in the charges or is otherwise unable to render an unbiased decision shall sit on the Judicial Committee for that hearing.

#### **17.04 Hearings**

- (i) Hearings into charges will be conducted by the Judicial Committee, or the Independent Hearing Tribunal (“IHT”). Bodies hearing charges shall determine their own rules of procedure, consistent with Canadian law and the principles of fairness as applied in labour relations matters, which shall include:
  - (a) adequate notice of the hearing date, which shall be no less than fifteen (15) days from the date of notice of the hearing;
  - (b) disclosure of the charges filed, including a copy of the charges filed,

- with sufficient particulars in the charge to enable the charged party to conduct an adequate defence; and
- (c) A hearing by members of a panel that are not biased against the charged party.
- (ii) The charging party and the charged party may each be represented by another member of the Union, and with the leave of the hearing panel, both parties and the hearing panel may be represented by a lawyer.
- (iii) Both the charged party and the charging party shall have the right to call witnesses, present evidence, cross-examine witnesses, and make full argument. Hearing panels will only hear evidence relevant to the charges, and may not rely on hearsay evidence alone. The burden of proof shall be upon the charging party. The decision of a majority of the members of a hearing panel is the decision of the hearing panel.
- (iv) A hearing panel will not be required to keep a transcript of the evidence,

but any party wishing to transcribe evidence shall provide a copy of the transcript to the hearing panel and the other party at his own expense.

- (v) The decision of a hearing panel shall be in writing, and signed by all the members of the hearing panel, including those who dissent. The hearing panel shall prepare a record of the hearing, which shall consist of:
  - (a) a copy of the charges;
  - (b) a copy of the decision;
  - (c) a copy of documentary exhibits, if any;
  - (d) a copy of the transcripts, if any.
- (vi) Hearing panels may determine, without hearing evidence, that the charges disclose no prima facie violation, and dismiss the charges without a hearing.
- (vii) The IHT shall hear and determine appeals properly filed by members or officers from any decision of the Judicial Committee subject only to the prima facie provision outlined in subsection (vi) above.

## 17.05 Appeals

- (i) Appeals to the IHT must be filed in writing within thirty (30) calendar days of the date of the decision being appealed, unless the IHT hearing the appeal determines that the time for making such an appeal can be extended.
- (ii) Where a timely appeal is filed, a penalty of suspension or removal from office is automatically stayed until the appeal is heard.
- (iii) The IHT has the authority to substitute a penalty, or order in place of a penalty, or order originally imposed, where it considers it just and proper to do so. The IHT has the authority, in cases where appeals are without merit, to order the appellants to pay the costs of the proceeding. The IHT may on the request of any affected party, reconsider any portion of its decision upon receiving a request for reconsideration within thirty (30) days of the date of the original decision of the IHT. The IHT may, in its discretion, allow the parties

to be represented by counsel, and in such circumstances may retain its own counsel to advise the IHT if it deems it advisable.

## ARTICLE 18

### SALARIES

- 18.01 Salaries shall be as follows:
- (i) The Union President shall receive a monthly salary equal to 174 times 137.5% of the highest hourly rate paid to a journeyman employed under a CUSW labour agreement.
  - (ii) The Union Vice President shall receive a monthly salary equal to 174 times 125% of the highest hourly rate paid to a journeyman employed under a CUSW labour agreement.
  - (iii) National Executive Board Members attending meetings of the National Executive Board shall be reimbursed for reasonable actual expenses incurred for attendance at such meetings.
- 18.02 Should any two (2) offices be combined, the officer shall receive the salary of only one (1) office, whichever is the higher.
- 18.03 All disbursements for authorized expenditures made in behalf of the Union shall be supported by receipts, vouchers, or other reasonable proof of claim.



- 18.04 The President and Vice President shall be reimbursed by the Union for the use of their personal automobile while representing the Union at the highest mileage rate established in a current CUSW labour agreement.
- 18.05 The President and Vice President shall be reimbursed by the Union for the cost of carrying public liability and passenger insurance on their personal automobiles.
- 18.06 The President and Vice President shall receive 3 weeks annual vacation, and shall also be entitled to sick leave not to exceed three (3) work weeks per year.
- 18.07 Officers and members authorized to act on behalf of the Union shall be reimbursed for reasonable actual expenses incurred on behalf of the Union.
- 18.08 The President and Vice Presidents shall participate in Union benefit and retirement plans on a payroll deduction system administered by the Union in the amount equal to or greater than that negotiated in a CUSW labour agreement.
- 18.09 Officers of the Union are not entitled to severance pay.

## **ARTICLE 19**

### **NATIONAL COMMITTEES**

- 19.01** Selection of Committee members is the responsibility of the National Executive Board (Article 7.06 (xix)).
- 19.02** Criteria would involve, but will not be limited to the following:
- (i) Skills
  - (ii) Experience
  - (iii) Trade Diversity
  - (iv) Geographical Diversity
  - (v) Number of Committees a member is participating in
  - (vi) Willingness to participate in committee activities
- 19.03** The term for Committee membership is three years.
- 19.04** Each Committee will establish Operating Guidelines to guide the function of the Committee.
- 19.05** Committees shall establish their own budgets, business plan and long term goals. The above however is subject to the approval of the National Executive Board.

- 19.06** The National Executive Board will ask for nominations for committee membership every three years during the month of July to be appointed in September.
- 19.07** Each Union appointed Committee will hold a first meeting to set up committee positions within forty five days of their appointment of each new three (3) year term. The National Executive Board representative for each committee will facilitate the setting up of this inaugural meeting through a conference call.

## **ARTICLE 20**

### **UNION OFFICER RECALL**

- 20.01 Any Member who feels an elected Officer of the Union is not fulfilling his/her duties, as prescribed in the Constitution, may invoke the recall procedure after setting forth a statement of facts to the Union National Executive Board.
- 20.02 The member must then circulate a petition to the rest of the membership in the Union. The member may circulate the petition to the membership by supplying the stuffed, sealed and stamped envelopes to the Union office, which will address and mail the petition. The petition must include the member's name sponsoring the petition, name of the Officer being recalled, clearly state the concerns and accusations regarding the Union Officer's actions. Union Members supporting the petition must print and sign their name.
- 20.03 A petition must have the support of 50% plus 1 of the Union membership. The petition is then presented to the Union National Executive Board. The Union National

Executive Board will ensure the proper process has been followed and that the petition is in order. This completes the first step.

- 20.04** Second Step. A Recall Committee consisting of three (3) Unit Chairs chosen at random by the Union National Executive Board from the pool of all Unit Chairs, must call special meetings to hear the recall petition. All members of the Union are notified of the date, time and location of the special meetings.
- 20.05** At the special meetings the Recall Committee shall:
- (a) Read out the Petition to the members present.
  - (b) The defendant is allowed time to present his/her defense.
  - (c) Recall Committee conducts a membership question and answer session of both the plaintiff and defendant.
  - (d) The plaintiff makes his/her closing remarks.
  - (e) The defendant makes his/her closing remarks.
- 20.06** Upon conclusion of the meetings the Recall Committee will make a recommendation on

the petition to either accept or reject. A mail out secret ballot is prepared to determine the acceptance or rejection of the recall, by all members of the Union. The plaintiff and defendant may include a statement in the mail out. A transcript of the special meetings will also be included in the mail out. If 2/3 of the members vote in support of the petition the Officer shall be removed from office for the balance of the term.

- 20.07** This entire process must not exceed ninety (90) days.

## ARTICLE 21

### UNIT OFFICER RECALL

- 21.01 Any member who feels an elected Officer of the Unit is not fulfilling his/her duties, as prescribed under the Constitution, may invoke the recall procedure after setting forth a statement of facts.
- 21.02 A member must then circulate a petition to the rest of the membership in the Unit. The petition must include the member's name sponsoring the petition, name of the Unit Officer being recalled, clearly state the concerns and accusations regarding the Unit Officer's action. Unit members that support the petition must print and sign their name.
- 21.03 A petition must have the support of 50% plus 1 of the Unit membership. The petition is then presented to the Unit Executive. The Unit Executive will ensure the proper process has been followed and that the petition is in order. This completes the first Step.
- 21.04 Second Step. The Unit Executive must call a special meeting to hear the recall petition. All members of the Unit will be notified of the date, time, and location of the meeting.

- 21.05** At the special meeting the Unit Executive shall:
- (i) Read out the petition to the members present.
  - (ii) The defendant is allowed time to present his/her defense.
  - (iii) Unit Executive conducts a membership question and answer session of both the plaintiff and defendant.
  - (iv) The plaintiff makes his/her closing remarks.
  - (v) The defendant makes his/her closing remarks.
- 21.06** At the conclusion of the hearing the petition, the members of the Unit will conduct a secret ballot vote. After balloting has concluded the Unit Executive will count the ballots. If two-thirds (2/3) of the ballots vote in favor of the petition the Officer is removed from office for the balance of the current term.
- 21.07** This entire process must not exceed ninety (90) days.



## **ARTICLE 22**

### **WORKPLACE STEWARD AND HEALTH & SAFETY REPRESENTATIVE RECALL**

- 22.01 Any member who feels an elected workplace Steward or Health & Safety Representative is not fulfilling his/her duties, as prescribed under the Constitution, may invoke the recall procedure after setting forth a statement of facts.
- 22.02 A member must then circulate a petition to voting members of the workplace. The petition must include the member's name sponsoring the petition, name of the workplace Steward or Health & Safety Representative being recalled, clearly state the concerns and accusations regarding the workplace Steward or Health & Safety Representative's action. Workplace members that support the petition must print and sign their name.
- 22.03 A petition must have the support of 50% plus 1 of the Workplace membership. The petition is then presented to the Unit Executive. The Unit Executive will ensure the proper process

has been followed and that the petition is in order. This completes the first Step.

- 22.04** Second Step. The Unit Executive must call a special meeting to hear the recall petition. All members of the Workplace will be notified of the date, time, and location of the meeting.
- 22.05** At the special meeting the Unit Executive shall:
- (i) Read out the petition to the members present.
  - (ii) The defendant is allowed time to present his/her defense.
  - (iii) Unit Executive conducts a membership question and answer session of both the plaintiff and defendant.
  - (iv) The plaintiff makes his/her closing remarks.
  - (v) The defendant makes his/her closing remarks.
- 22.06** At the conclusion of the hearing the petition, the members of the Workplace will conduct a secret ballot vote. After balloting has concluded the Unit Executive will count the ballots. If two-thirds (2/3) of the ballots

vote in favor of the petition the workplace Steward or Health & Safety Representative is removed from office for the balance of the current term.

- 22.07 This entire process must not exceed ninety (90) days.



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## **HEALTH, SAFETY & WELLNESS POLICY**

Authority: National Executive Board

Implementation: Health, Safety & Wellness Committee

Date: April 28, 2012

We, the members of the Canadian Union of Skilled Workers are committed to maintaining a safe workplace for all of our members.

We recognize that all members have the right to work in a safe and healthy environment, in accordance with Occupational Health & Safety Legislation and Regulations.

We shall exercise our right to participate, our right to know, our right to refuse unsafe work and if necessary our right to stop work in dangerous circumstances.

We will maintain a safe and positive environment through our actions and attitudes, and promote this position through good example.

Our Union members will make every effort to eliminate the hazards that cause accidents and injuries.

No task is so important, precisely scheduled, or tightly budgeted that we cannot take the time to do our work in a safe manner.

We believe:

- That everyone has the right to go home safe everyday,
- Reporting hazards is our responsibility,
- That we must take a proactive approach towards Health, Safety & Wellness
- We own our safety culture

Disregard or willful violations of this Policy by Members will be subject to our Constitution and Policies.

## **HUMAN RIGHTS POLICY**

Authority: National Executive Board

Implementation: Values and Beliefs Committee

Date: April 18, 2015

### **GENERAL**

This Policy is intended to apply to complaints, concerns and areas for improvement regarding the activities of the Union, interactions between members, and broad workplace issues respecting Human Rights and equality. However, direct complaints arising in the workplace may be dealt with through the grievance procedure and/or applicable Human Rights legislation and do not necessarily fall within the scope of this Policy.

### **COMMITMENT**

CUSW is committed to maintaining the human dignity of all persons and groups of persons and is dedicated to the highest standards of human equality. CUSW believes that every member has the right to equal opportunity and full participation in the workplace and the Union.

CUSW believes that every individual has the right to be treated with respect and dignity and is committed to the pursuit of an equitable, respectful and an



inclusive environment within which its members can fully participate. CUSW believes that equitable and barrier-free participation is at the heart of workers' Unity.

CUSW actively endorses these standards at every level and in all of its Union activities, within the workplace and the public.

All members of CUSW and employers interacting with the Union are expected to uphold and abide by this Policy by promoting equal and respectful treatment of all persons. These persons are expected to promote these values, and work to address and resolve Human Rights issues, whenever possible. Members are expected to work to promote barrier-free environments, within the Union, the workplace and the public at large.

This Policy, together with the Equality Policy and Procedures on Discrimination, Harassment and Sexual Harassment are the means by which CUSW maintains a comprehensive code of Human Rights and equity values. CUSW and its members have a vital role to play in promoting, protecting and advancing Human Rights and equality within the Union and within the workplace.

To achieve its commitment, CUSW strives to:

- Promote awareness of the diversity of our membership and the needs of diverse groups;
- Provide an inclusive environment that recognizes members' differences;
- Identify barriers to equal opportunity and full participation, and develop effective policies and procedures to eliminate these barriers;
- Ensure that organizational structures, activities and policies include and address the need of diverse members;
- Conduct collective bargaining on Human Rights, equity and accommodation issues;
- Advocate for effective workplace policies and complaint investigation procedures;
- Provide a supportive and welcoming environment for members requiring accommodations;
- Provide policies and procedures for the investigation and resolution of membership complaints; and
- Provide services, organizational structures, activities and policies concerning Human Rights and equity issues.

## **CODE OF CONDUCT**

The mandate of CUSW is to organize and defend workers and to promote equality, respect and safe

workplaces for all workers. CUSW strives to promote its Values and Beliefs which include equality, fairness, democratic process, honesty, integrity and respect. CUSW believes that adherence to its values are crucial for all members of the Union to carry out their work.

Members of CUSW commit to be governed in their conduct and actions by the principles of this Policy, the Equality Policy and Procedures on Discrimination, Harassment and Sexual Harassment, and the Values and Beliefs of the Union.

All members agree to:

- Abide by the commitments as stated in this Policy;
- Support and encourage each other in promoting the Values and Beliefs of the Union and the commitment as stated in this Policy;
- Encourage the commitment as stated in this Policy within the workplace and in the public;
- Recognize and value individual difference;
- Communicate openly and promote involvement within the Union;
- Encourage democratic process;
- Encourage honesty and integrity in all dealings with other members and the Union;

- Commit to not engaging in barrier-creating conduct; and
- Ensure that we do not act in ways that are aggressive, bullying or intimidating.

## **HUMAN RIGHTS AND EQUITY COMMITTEES**

As part of CUSW's mandate to promote development as an inclusive and equitable organization, CUSW shall create Human Rights and Equity Committees which will deal with issues covered by this Policy and other disadvantages and barriers to equality.

The Human Rights and Equity Committee shall be comprised of two (2) Unit Executive members. The members of the Human Rights and Equity Committees will receive training on Human Rights and equity issues, as well as training regarding the principles of fairness and natural justice, the duty of fair representation, problem solving and mediation techniques.

### *Recall*

The recall procedures as prescribed under this Constitution apply equally to members of the Human Rights and Equity Committees.

## **PROCEDURE**

1. Any member who believes that there are Human Rights, equity, or barrier issues affecting the Union

or the Union's members is encouraged to take action, where appropriate, and communicate their concerns to the person/entity engaging in barrier-creating conduct.

2. A member is encouraged to follow this Policy's procedure and bring forward any issues relating to this Policy, regardless of whether that member is directly affected by the conduct or policy in question. CUSW believes that all members have a role in creating equal and barrier free environments for all workers.
3. If direct action fails, or is not appropriate, the member is encourage to report any concerns with regards to this Policy to the Human Rights and Equity Committee of their Unit. A member may raise the concern with the Committee directly, or indirectly through their Workplace Representative.
4. Complaints and/or concerns reported to the Human Rights and Equity Committee shall be forwarded in writing.
5. Once the Human Rights and Equity Committee receives a complaint, the Committee will meet to discuss the issues that arise from the complaint. The Committee will investigate the complaint to

determine whether the issue falls within its mandate, whether the issue is not of a trivial nature, and whether, in considering the Union's resources, the Union will take carriage of the complaint/concern.

*Note: Use of resources will need to be approved in advance by the National Executive Board.*

6. The decision of the Human Rights and Equity Committee will be communicated to the member who submitted the initial complaint/concern.
7. Once the Human Rights and Equity Committee determines that the Union will take carriage of the complaint/concern, the Committee will discuss potential methods of resolution. Depending on the nature of the complaint, the Committee may:
  - a. Propose the provision of supports to the complainant in order to facilitate the complainant in rectifying the issues arising from the complaint his or herself;
  - b. Propose facilitated discussions between the complainant and the person/entity alleged to have violated this Policy;

- c. Propose mediated discussions between the complainant and the person/entity alleged to have violated this Policy;
  - d. Propose the development of training, policies or procedures to rectify the equity and/or barrier issues;
  - e. In the event of a serious violation of this Policy, propose a hearing of the Judicial Committee of the National Executive Board;
  - f. Propose any other methods of resolution as are appropriate in the circumstances of the concern/complaint.
8. The Committee in its sole capacity will determine the most appropriate methods of resolution for each concern/complaint. However, the President of CUSW retains the right to direct each Committee in the carrying out of its mandate under this Policy as he/she deems appropriate.

### *Reporting*

The Human Rights and Equity Committee members shall inform the National Executive Board of issues that arise within the Unit which are related or relevant to the mandate of the National Executive Board or any National Committee.

## **EQUALITY POLICY AND PROCEDURES ON DISCRIMINATION, HARASSMENT, AND SEXUAL HARASSMENT**

Authority: National Executive Board

Implementation: Values and Beliefs Committee

Date: January 27, 2001

Revised: April 18, 2015

We, the members of CUSW are committed to the right of all members to equal treatment within the Union, without discrimination because of race, national or ethnic origin, colour, religion, citizenship, record of offences, creed, sex, sexual orientation, age, marital status, family status or disability (the “grounds”). In this commitment:

- **We believe in the right of all members to participate in the Union and be involved in all Union activities, in an environment that respects the personal worth and dignity of each individual and freedom from discrimination, harassment and sexual harassment**
- **We believe that it is a Union priority to encourage without discrimination all workers to share in the full benefits of Union organization**



- We believe that it is a Union priority to eliminate barriers that prevent us from working together to gain more control of our lives
- We believe in an approach to discrimination, harassment and sexual harassment that emphasizes prevention and correction over punishment

In keeping with our founding Constitution provisions on equality, gender and discrimination, mutual respect must be the basis of interaction among members in addition to cooperation and understanding. CUSW members will not tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

We, the members of CUSW consider discrimination and harassment of any kind to be a serious offence and complaints will be investigated in accordance with the procedures outlined below. This Policy and the within procedures cover member-to-member discrimination, harassment and sexual harassment. The Policy and within procedures also govern the operation of our referral procedure where we will make every reasonable effort to ensure that members are not subjected to discrimination, harassment or sexual harassment.

This document is intended to act as a guide for members, in adhering to legal and social guidelines regarding the recognition and prevention of discrimination, harassment and sexual harassment. Further, this policy and procedures are intended to comply with all applicable Human Rights legislation, labour legislation and the Canadian Charter of Rights and Freedoms.

Discrimination and Harassment include any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades.

“Unwelcome” or “unwanted” in this context means any action, which the harasser knows, or ought reasonably to know, is not desired by the person subject to the harassment or discrimination. Discrimination, harassment and sexual harassment are defined as:

### **1. Discrimination**

Any form of unequal treatment based on a ground listed above that results in disadvantage, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but have the effect of

disadvantaging certain groups of people. It may be obvious, or it may occur in very subtle ways.

## 1. a. Types of Discrimination

### *Direct Discrimination*

“Direct” discrimination occurs when person(s) discriminate against others on the basis of a ground listed above.

### *Adverse Effect Discrimination*

“Adverse effect” discrimination occurs when a policy, procedure or rule, which on its face appears neutral, yet has the effect of discriminating against person(s) or group(s) of persons on the basis of a ground listed above.

### *Systemic Discrimination*

“Systemic” discrimination is when attitudes towards, or perceived characteristics of, person(s) or group(s) of persons leads to discrimination.

### *Discrimination Because of Association*

Discrimination “because of association” is when person(s) or group(s) of persons are discriminated against because he/she socializes, supports, or is otherwise associated with members of any group identified under the grounds listed above, to which he/she does not belong.

## 2. Harassment

A course of comments or actions, on a single or repeated basis, that are known, or ought reasonably to be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning or unwelcome

## 3. Sexual Harassment

Any conduct, comment, gesture or contact of a sexual or gendered oriented nature that the person responsible knows, or ought reasonably to know, are unwelcome. Sexual harassment includes any unwanted attention of a sexual nature such as remarks about appearance or personal life, and offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Sexual harassment includes any conduct, comment, gesture or contact that might, on reasonable grounds, be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

## **RESOLUTION AND COMPLAINT PROCEDURES**

General Application at all stages of Complaint

### *Confidentiality*

The Union understands that it is in the interests of all parties to keep matters arising under this Policy confidential. Rumours and innuendo destroy the integrity of the fact-finding process and the principles of early and informal resolution.

To protect the interests of the Complainant(s) and the Respondent(s), confidentiality will be maintained throughout the complaint process, subject to the requirements of a fair investigation and resolution process, or as otherwise required by law.

It is understood that written reports or decisions of Investigators and Appeal Chairs and Appeal Hearings may be made available for the purposes of implementation, education or reporting to the membership.

### *No Reprisals*

Every member has the right to enforce his/her rights under this Policy and to participate in an investigation of a complaint by the Union, or provide information relevant to the complaint to the Union, without reprisal or threat of reprisal.

Reprisals for such activities will be investigated and may lead to disciplinary measures/sanctions.

### *Carriage of Complaint*

A Complainant can drop a complaint at any stage of the process. If at any stage of the proceeding both parties agree on the resolution of a complaint, it is deemed to be resolved.

### *Representatives*

Where a complaint has progressed to the verbal complaint stage, the President of CUSW will designate, in writing, two members of the Union to each represent the Complainant and the Respondent. Members designated to act as representatives will receive training related to this Policy, the principles of fairness and natural justice, the duty of fair representation, problem solving and mediation techniques.

### *Time*

Complaints should be commenced as soon as possible, and must be filed within twelve (12) months of the incident(s) which is the subject of the complaint. Where the subject matter of the complaint is ongoing, the date of the last incident must have occurred within the previous twelve (12) months.

Every effort must be made to comply with the time limits set out in this document, but a failure to do so will not void the complaint process. Time limits can be extended upon mutual agreement or at the discretion of the President of CUSW. A decision to extend the time limits under the Policy will consider:

- a) prejudice to any party that may result from an extension;
- b) whether a delay was incurred in good faith; and
- c) any other relevant factor.

### *Right to Seek Resolution Outside the Union*

These procedures are designed to ensure that the Union and its members comply with the Equality Policy on Discrimination, Harassment and Sexual Harassment. However, it does not prevent any individual from seeking other options available to them, such as an application under Provincial or Federal Human Rights legislation, an action in the courts, or any complaint mechanism under a Collective Agreement.

## PROCEDURE

### *Informal Stage*

1. A person who believes that she or he has been discriminated against, harassed or sexually harassed in contravention of this Policy is encouraged to take immediate remedial action.
2. Where appropriate, a member may request, either on his/her own or via a third party, that the offensive conduct or comment cease.
3. If a direct request has failed and the inappropriate behaviour persists, or where a direct request is not appropriate, and the member believes that a violation of this Policy has occurred, he or she may contact the President of CUSW to request that the complaint go to the next stage.
4. The National Executive Board may initiate a complaint by itself or at the request of any member.

### *Verbal Complaint Stage*

1. The President of CUSW will designate in writing, two members of the Union to represent the Complainant and the Respondent.
2. When a formal complaint is filed under this Policy, the Complainant may request that contact with the other party be discontinued while the complaint is



being investigated and decided upon. In such circumstances, the Union will review the request for separation, and in making its decision, take into consideration the nature of the complaint, the feasibility of the request and the operations of the Union.

3. A member who is the subject of a complaint made under these procedures who has reason to believe that the complaint is vexatious, in bad faith, or itself a form of harassment, will have the right to file a complaint. Vexatious and bad faith complaints are where the complaint is one that is known by the complainant to be false, meaning that the complainant knew that no discrimination or harassment had occurred, and where the complaint is made for a purpose other than gaining a satisfactory remedy.
4. The representatives may be contacted by the parties to a complaint for advice and the representatives will discuss with the members their options and ensure that the members have an understanding of their rights and responsibilities under the Policy.
5. The designated representatives of the Complainant and the Respondent will investigate the situation

or complaint and endeavour to affect a resolution. The representatives will investigate the complaint in a fair and timely manner.

### *Early Resolution Process*

Where appropriate, the parties are encouraged to resolve their disputes through an informal, early resolution process such as unassisted discussion, facilitated discussions and/or informal negotiations. Early resolution is intended to arrive at resolutions which are acceptable to the parties without the necessity of a written complaint and prior to initiating the formal complaint process.

The parties may choose to be represented by their representative during any stage of the early resolution process.

If the representatives of the Complainant and Respondent are unable to affect a resolution of a situation or complaint, the Complainant will have the right to go to the next stage.

### *Written Complaint Stage*

1. The Complainant may initiate a written complaint and provide the complaint to their designated representative, who will inform the designated representative of the Respondent that a written complaint has been received.

2. The designated representative of the Complainant will forward any written documentation outlining the complaint to the designated representative of the Respondent.
3. The Respondent may respond to the complaint in writing and provide his/her written response to their designated representative, who will forward any written documentation to the designated representative of the Complainant.
4. The designated representatives will forward the written complaint, and written response if any, to the President of CUSW for recording purposes.
5. The representatives of the Complainant and Respondent will initiate an investigation and separately interview the Complainant, Respondent and witnesses if there are any, and endeavour to resolve the situation or complaint.
6. The designated representatives may, with the agreement of the Complainant and Respondent, jointly recommend to the President of CUSW, that an outside Mediator, skilled and sensitive on the issues, be retained by the Union in an endeavour to resolve the complaint at this stage.

7. If the complaint cannot be resolved at the written complaint stage, the Complainant will have the right to go to the next stage.

### *Formal Hearing Stage*

The designated representative of the Complainant will write to the Union President and advise him/her that the Complainant wishes to have the matter heard by a Judicial Committee of the Executive Board.

Any and all documents made available during the earlier stages of the complaint will be provided by the designated representative of the Complainant and forwarded to the Union President, together with the request for the establishment of a Judicial Committee.

The Respondent to a complaint and his/her designated representative will be advised in writing by the Union President that a complaint has been filed and copies of all documents provided by the designated representative of the Complainant will be attached to the notice from the Union President.

Any additional documents made available during the earlier stages of the complaint, which are in the possession of the Respondent will be provided by his/her designated representatives and forwarded to the Union President. The documents will be forwarded to the representative of the Complainant.

The role, responsibility and authority of the Judicial Committee are as outlined in the Constitution. The rights and responsibilities of members appearing before a Judicial Committee are as outlined in the Constitution.

The Judicial Code contained in the Constitution will apply to complaints discrimination, harassment or sexual harassment under this Policy, except the provision requiring that a charge be filed within thirty (30) days from the date of the alleged violation or offence occurring; this provision will be waived to allow members an opportunity to resolve complaints at the earlier informal, verbal and written stages as described in this Policy.

### POLICY IMPLEMENTATION

#### *Publicity*

This Policy and within procedures will be posted at all Union events or activities. A copy of the Policy and within procedures will be made available to new members as part of a New Members Orientation Kit.

#### *Collective Bargaining*

Newly organized members will be encouraged to bargain for contract language to protect members against discrimination, harassment and sexual harassment in the workplace.

### *Education and Training*

The Union will provide education and training on discrimination, harassment and sexual harassment to members of the Union Executive Board, and/or members designated to act as representatives of Complainants and Respondents.

## JUDICIAL CODE POLICY

Authority: National Executive Board

Date: February 22, 2003

We, the members, the Canadian Union of Skilled Workers are committed to providing an environment of trust and security in which we can operate. To that end we have established this Constitution, to which every member is bound by virtue of his/her acceptance into membership, and to which each officer is bound by oath of office.

Our Constitution provides us with a framework through which to achieve our goals.

We wish to promote solidarity in the face of our relationships with the employers of our members.

In keeping with the rights of all members, officers and trustees, it is imperative that everyone is able to exercise a voice within the Union, including the right to render opinions, to participate in dialogue concerning various issues affecting the Union and its membership. Said opinions may not coincide with generally accepted viewpoints of the majority but members should not be curtailed from expressing them unless they violate the Constitution of the Union or interfere with the rights of other members, officers or trustees.

Conversely, we believe that all members, officers and trustees have an individual obligation to adhere to the principles outlined in our Constitution, to have regard for the reputation and well-being of the Union, and to have regard for the rights of all of our members of the Union.

To that end it is of paramount importance that we eliminate problems that arise from violations or breaches of our Constitution and have potential adverse effects upon the Union, its members, officers and trustees.

In order to promote our founding Constitution provisions based on mutual respect, cooperation and understanding, we have devised an internal resolution mechanism to deal with potential violations or breaches of our Constitution. We believe that when conflicts arise that may amount to violations or breaches of our Constitution, we must approach resolution of those conflicts through our own resources, and as such, have delegated the authority for resolution to our Judicial Committee, established by the Executive in accordance with Article 7.14.

It is the intention of CUSW to promote cooperation in achieving common goals and achieving viability in the marketplace. To that end, we believe that it is



the responsibility of all members, officers and trustees to protect the interests of all of us and the Union by not engaging in actions which could potentially affect our viability and our future. For example, we do not work under the rate. We do not cross our own picket lines. We do not cross the legal picket lines of other unions, sanctioned by our own organization. We do not engage in activities designed to bring the reputation of the Union into disrepute. We do not injure or cause harm to our members. We take our membership obligations seriously, provide for sanctions for violations or breaches of our Constitution, and we do so within our own organization wherever possible.

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