



# NATIONAL CONSTITUTION

Revised 2019

**cupw•sttp**

cope 225  
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**\* DENOTES A CHANGE**  
**(ADDITION - DELETION - ADJUSTMENT)**

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# ARTICLE 1

## **Name, Composition, Aims, Membership**

### **Name - Objectives - Composition**

1.01 The name of this Union is the Canadian Union of Postal Workers, hereinafter referred to as the C.U.P.W. or the Union.

1.02 The aims of the Union are:

- (a) to unite all workers of Canada's Postal System, communications and related services and all workers in general;
- (b) to improve the general well-being of its members and, in particular the wages, hours of work, working conditions and the integrity of the bargaining units for which the Union is recognized as bargaining agent;
- (c) to strive for the removal from legislation of all provisions restricting the right to bargain freely:
  - (1) on all issues that affect the welfare and safety of its members;
  - (2) without legislative restraints on the right to resort to collective action;
- (d) to secure reinforcement of old age security and pension provisions for retiring and retired members and their dependants;

- (e) to establish and maintain the closest possible co-operation with other unions of workers in postal and related services with a view to an eventual merger into one union;
- (f) to maintain co-operative relations with all workers in other countries generally and in particular with unions of postal workers and other communications workers;
- (g) to encourage among its members the development of and participation in consumer co-operatives and credit unions;
- (h) to establish close links with the entire trade union movement, through affiliation with the national, provincial and local central labour bodies and, where possible, through active participation in their endeavour;
- (i) to defend the rights and benefits acquired by the Union;
- (j) to make the members realize that the power of the Union rests on their collective strength;
- (k) to encourage the trade union movement in Canada to develop and implement a program of action to meet the attacks of the employers among all sectors of workers and to encourage trade union principles among all Canadian workers.

1.03 The Union is composed of its members as a whole. It comprises the National Executive Board, a National Executive Committee, Regional Executive Committees, a National Board of Trustees, Regional Conferences, Locals and various committees exercising the powers conferred on them by this Constitution.

### **Eligibility for Membership**

1.04 Any employee who does not perform managerial functions is eligible for membership in the Union under the following conditions:

- (a) if he/she signs an application for membership card;
- (b) if he/she undertakes to comply with the Constitution and policies of the Union and the by-laws of his/her Local;
- (c) if he/she pays the initiation fee, subject to section 9.27;
- (d) if he/she is accepted by the Local.

### **Rights and Duties of Members**

1.05 All members of the Union enjoy equal rights and this, without discrimination.

1.06 Every member has the right to freely express their opinion during the ratification of a tentative agreement.

1.07 The status of a member in good standing enables the member in good standing to:

- (a) attend general and special meetings of the Union;

- (b) vote at general and special meetings of the Union;
- (c) vote on referenda;
- (d) represent the Union or Local as a delegate;
- (e) hold office in the Union;
- (f) exercise any other rights afforded under the Constitution and by-laws of the Local.

Each member shall comply with the Constitution and policies of the Union and with the by-laws of his/her Local. He/She shall pay monthly union dues as provided. He/She shall also pay without delay any assessment imposed in accordance with this Constitution.

### **Loss of Status of Member in Good Standing and Reinstatement**

1.08 A member shall no longer be a member in good standing of the Union when:

- (a) such member has been suspended from membership in accordance with the provisions of Article 8;
- (b) such member is in arrears of three months or more in the payment of union dues and/or assessments;
- (c) such member is performing managerial functions on a temporary basis in a position outside a bargaining unit for which the Union is the bargaining agent.

A member who is not a member in good standing may not exercise any of the rights afforded a member in good standing under the Constitution and by-laws of the Local or hold office in the Union or Local.

1.09 The loss of member in good standing status in accordance with the preceding section is automatic.

1.10 A member may be reinstated as a member in good standing when:

- (a) the suspension imposed has ended;
- (b) such member has paid all arrears in union dues and/or assessment. Notwithstanding section 1.11, reinstatement is automatic;
- (c) such member has ceased to perform managerial functions on a temporary position outside a bargaining unit for which the Union is the bargaining agent.

1.11 A member who wishes to be reinstated as a member in good standing shall notify his/her Local. The Local shall ensure that the conditions provided for in the preceding section have been fulfilled. When they have been fulfilled, the member is reinstated as a member in good standing.

However, a member who has lost his/her status as a member in good standing because of his/her suspension from membership in the Union may be registered again as a member in good standing prior to the end of his/her suspension under the conditions determined by the Local.

### **Loss of Status of Member and Readmission**

1.12 An employee shall no longer be a member of the Union when:

- (a) such person is no longer an employee as defined under section 1.04;

- (b) such employee resigns from the Union;
- (c) such employee is expelled from the Union in accordance with the provisions of Article 8;
- (d) such person is no longer an employee in a bargaining unit for which the Union is certified or on behalf of which the Union is seeking certification.

Any employee who is no longer a member shall lose all rights related to such status.

1.13 The loss of member status in accordance with the preceding section is automatic.

1.14 Any employee who has previously been a member in good standing of the Union may be readmitted as a member in good standing provided such employee complies with the provisions of section 1.04 and fulfils the other conditions which may be required by the Constitution or the Local.

1.15 When the employee requesting to be readmitted as a member in good standing had been expelled from the Union, such employee shall pay a readmission fee as determined by the Local, but this shall be at least \$40 and at most \$300.

1.16 A Local may, with respect to the readmission of an employee to member in good standing, impose any particular condition which it shall deem appropriate. When any particular condition is placed on the readmission of an employee to member in good standing, the entire case must be forwarded to the National Executive Board for revision or acceptance.

1.17 Subject to revision by the National Executive Board, readmission of an employee to member in good standing is left entirely to the discretion of the Local. However, the Local shall take into consideration the following factors:

- (a) the reason for which the employee ceased to be a member in good standing;
- (b) the employee's attitude toward the Union and the Local prior to ceasing to be a member in good standing and since such employee ceased to be a member;
- (c) when the employee involved had been expelled, the seriousness of the grounds for such expulsion and all extenuating and aggravating circumstances, together with the period of time elapsed since the employee's expulsion.

1.18 When a member in good standing is transferred from one Local to another, all his/her rights are maintained and he/she does not have to be admitted or readmitted as a member in good standing. He/She shall however resign from any position to which he/she was elected or appointed by the members of the Local he/she is leaving.

## **General**

1.19 Notwithstanding section 1.12, a member in good standing dismissed by the employer shall, provided he/she has met the other requirements, maintain his/her status as member in good standing until all avenues of appeal against a decision of the employer to discharge have been exhausted or a decision has been made by the National Executive Board not to proceed or not to proceed any further.



1.20 Notwithstanding section 1.08, upon written request of a member, the Local may allow a member who is in arrears in the payment of his/her union dues and/or assessments to remain a member in good standing when the member is not working due to illness, accident, leave of absence without pay or suspension or dismissal imposed by the employer and does not have sufficient resources to support himself/herself and his/her family.

1.21 The National Executive Board may allow a person who is not or who is no longer an employee as defined in section 1.04 to become or remain a member in good standing of the Union.

The National Executive Board may waive payment of union dues and/or any assessment of any member on strike or lockout for the duration of the strike or lockout.

It may also, during an organization campaign and until the signing of a first collective agreement, waive payment of union dues and/or any assessment by the members concerned.

1.22 All members in good standing who have retired from employment in bargaining units represented by CUPW are eligible for Retired Member status in CUPW.

Once the Union is officially notified that a member has retired, the member shall be sent a letter from National outlining retired member status, the requirement for locals to have retiree committees, and be provided information about other organizations within the labour movement for retirees, such as CURC (Canadian Union of Retirees of Canada) and the Regroupement des syndicalistes à la retraite (QFL).

The National Executive Board shall be responsible for maintaining regular communications with current retirees about the Canada Post Pension Plan.

Retired members in good standing who wish to obtain Retired Member status shall inform the Secretary-Treasurer of the Local, who shall forward the name and necessary particulars to the National Secretary-Treasurer. Upon confirming membership in good standing at the time of retirement, the National Secretary-Treasurer shall issue a Retired Member union card to the applicant and shall so inform the Local Secretary-Treasurer.

A retired member with Retired Member status shall be exempt from the payment of union dues.

1.23 The National Executive Board may, on the recommendation of a Local, give to a member in good standing who retires the status of Lifetime Member, in honour of special contributions made to the Union by the retired member. Lifetime Member status provides for attendance at his/her local membership meetings, with voice at such meetings, and any other rights afforded those with Lifetime Member status in this Constitution, and including the rights afforded retired members who have Retired Member status. A retired member with Lifetime Member status is exempted from the payment of union dues.

If the National Executive Board rejects the recommendation of a Local to grant Lifetime Member status to a retired member, then it shall supply the Local with written reasons for its decisions.

1.24 Retired Members and Lifetime Members shall continue to receive the national newspaper.

1.25 All powers conferred by this article on a Local are exercised by the Local Executive Committee subject to the approval of the general membership meeting.

1.26 The National Executive Board may, upon request or on its own authority, revise any decision taken by a Local pursuant to this article.

The National Executive Board shall give a written explanation of its decision within 30 days to the Local concerned.

The decision of the National Executive Board shall be subject to appeal of the National Convention but in the meantime it shall be implemented.

The notice of appeal shall be mailed or delivered to the National Secretary-Treasurer not later than on the 30<sup>th</sup> calendar day following receipt of the written explanation of the decision taken by the National Executive Board.

### **Official Languages**

1.27 This Constitution shall be published in French and English, and both texts shall be regarded as official. In all matters requiring legal interpretation, the French and English versions of the National Constitution shall apply. All collective agreements and documents directed to the entire Union shall be in both French and English.

1.28 It is recognized that the French and English speaking members have the right to speak in their mother tongue on the National Executive Committee or the National Executive Board, at meetings of the Negotiating Committee and on other committees or subcommittees that would be created within the structure of the Union.

1.29 A simultaneous translation system will be provided for the members attending meetings of the Negotiating Committee, the Convention Committees and subcommittees, as well as for delegates and observers who are members of the Union attending National Conventions.

## ARTICLE 2

### **Democratic Control - Responsibility**

2.01 This Constitution inscribes the will of the membership for democratic control of the Union, consistent with opportunity and responsibility of the officers to provide effective leadership. It is the determination of the members, in accordance with the provisions of this Constitution, that the Constitution guards this principle as it relates to the operation of the Union as a whole and as herein set out.

2.02 The highest authority resides and comes from the membership.

2.03 Under ordinary circumstances, this highest authority will be exercised by delegates elected by the members and acting in the National Convention of the Union (except where this Constitution provides for membership votes).

2.04 The National Convention will elect officers and Union Representatives in whom authority and responsibility will be entrusted between National Conventions, in accordance with the terms of this Constitution.

2.05 The elected officers and union representatives at all levels shall apply, in the performance of their duties, the policies laid down and dictated by the members through National Convention or referendum vote.

## **ARTICLE 3**

### **National Convention**

3.01 The Quadrennial Convention of the Union shall meet between the first day of April and the first day of June in the city of Ottawa and, if exceptional circumstances require it, the National Executive Board may, by a two-thirds majority vote, decide to hold the Quadrennial Convention between the first day of September and the first day of November and/or decide to hold the Convention in another location, but in any event, in a central city of the country.

Conventions shall last for three to five days as required.

3.02 Should the scheduled timing of the National Convention conflict with the negotiations of collective agreements applicable to a substantial number of members, the National Executive Board is empowered to bring forward or delay the date of such National Convention by no more than six months. Such action shall require a two-thirds majority vote of the National Executive Board.

3.03 The National Executive Board shall issue the official call to such National Convention at least four months prior to the date of the Convention.

The 1<sup>st</sup> National Vice-President and the National Secretary-Treasurer look after the preparation of the Convention with respect to delegate accommodation, child care, documents and other material required by the Convention, committees, etc., subject to the approval of the National Executive Board.

3.04 The general purposes of the National Convention are:

- (a) to receive written reports from the National Executive Board and officers in order to respond to the delegates on how they have carried out their responsibilities during the last term and their opinions on the tasks of the Union in the period ahead;
- (b) to deal with the members' problems concerning their conditions of employment and working conditions in order to discuss and adopt resolutions involving solutions to respond to their needs, with regard to their common interests;
- (c) to decide on the policies of the Union for the period ahead, following democratic debate and a vote on resolutions duly submitted to the Convention;
- (d) to deal with any other issue, duly submitted to the Convention, concerning the common good and welfare of the Union and working people generally;
- (e) to deal with any proposed changes in the Constitution, which changes shall become effective on the affirmative vote of the majority of the delegates voting;
- (f) to elect the officers who will comprise the National Executive Board and the Regional Executive Committees from the time they have taken the oath of office after such election;
- (g) to elect National and Regional Union Representatives.

Each regional officer shall submit a written report to all delegates from his/her region meeting in regional caucus during the Convention. This report shall describe the way in which he/she performed his/her duties in his/her region.

## **Representation at Convention**

3.05 Delegates to the National Convention shall be elected on the following basis:

Each Local is entitled to be represented by one delegate for the first one hundred members or less, and by one delegate for each additional one hundred members or majority part thereof.

Each delegate, in order to be elected to National Convention, must have attended the Pre-Convention Regional Conference. A member may be excused from this requirement by the Local and the National Director only for performing union business, sickness, bereavement leave or truly exceptional circumstances.

Delegates shall be elected at the Local at a general membership meeting.

There shall also be a sufficient number of alternates elected to represent the Local in the event that any delegates are unable to attend or become ineligible to attend the National Convention.

3.06 The members of the National Executive Board, Regional Executive Committees, National and Regional Union Representatives and National Board of Trustees shall be seated as delegates to the Convention.

3.07 The basis for determining entitlement to delegates as in section 3.05 shall be the monthly average of union members in the Local during the six-month period for which the figures are available preceding the Pre-Convention Regional Conferences.

3.08 No member shall be accepted as a delegate if he/she is not or his/her Local is not in good standing at the time of the Convention.

3.09 The National Secretary-Treasurer shall send to the Secretary-Treasurer of each Local, at least 75 days preceding the date of the National Convention, proper forms in quadruplicate for credentials of delegates. The Secretary-Treasurer of the Local shall return to the National Secretary-Treasurer, at least 45 days prior to the Convention, one copy of such credentials. A second copy shall be given to the delegate for presentation to the Credentials Committee of the Convention in order to be identified with the right to vote. A third copy shall be sent to the National Director. The fourth copy shall be retained by the Local.

## **Resolutions**

3.10 Resolutions for action at the National Convention may be submitted by Locals, Regional Conferences or the National Executive Board, by majority vote of those voting in the Locals, the Regional Conferences or the National Executive Board respectively.

Furthermore, the National Board of Trustees may submit resolutions subject to section 4.103.

3.11 Such resolutions shall be sent to the National Secretary-Treasurer from six to four months prior to the date of the National Convention.



The latter shall ensure that copies of all resolutions submitted to him/her for consideration at a National Convention are delivered to all accredited delegates to the Convention at least three weeks prior to the opening of the National Convention.

He/She shall ensure that officers and trustees reports are also sent to delegates at least three weeks prior to the opening of the National Convention.

3.12 The Convention shall have committees, some of which will commence work in advance of the Convention to assure the most democratic and efficient functioning of the Convention. These committee members and three alternates for each committee will be elected by their respective constitutional conference.

Each convention committee shall elect among its members a Chairperson and a Secretary for the duration of the committee's work. Where the members of the committee cannot reach a majority decision on the choice of a Chairperson or a Secretary, the decision shall be taken by the National Executive Board.

The Chairperson shall have the right to an additional vote in the case of a tie vote on a resolution. Where this right is exercised, it shall be made known to the Convention delegates prior to the debates on the resolutions in question.

3.13 The Constitution Committee shall review all resolutions which have properly come before the Convention, group them by subject matter or amalgamate them according to the intent of such resolutions and refer to the General Resolutions and National Policies Committee resolutions regarding said committee.

The Committee shall review the resolutions to amend the Constitution, draft the constitutional text, make any modification required for concordance purposes, determine the order of presentation to the Convention in accordance with the order of priority outlined in section 3.20 and make recommendations to the Convention regarding the purpose of the resolution taking into account, where need be, the present Constitution.

The Committee shall be composed of two delegates from each region and commence its work prior to the opening of the Convention at the direction of the National Executive Board and this, for a period of 15 days. The timing shall be sufficient to allow the complete committee report to be received by all delegates at least 15 days prior to the opening of the Convention. A legal adviser (lawyer) shall be available to the Committee to give legal advice to the Committee in the preparation of constitutional language the last week of the work of the Committee and during the actual Convention.

3.14 The General Resolutions and National Policies Committee shall review all resolutions submitted to the Convention which are not directly related to the Constitution or which are not intended to amend the Constitution.

The Committee shall determine the order of presentation of the resolutions and submit its recommendations regarding the intent of the resolutions to the Convention.

This Committee shall be composed of two delegates from each region and shall commence its work prior to the opening of the Convention at the direction of the National Executive Board and this, for the period of seven days. The timing shall be sufficient to allow the complete committee report to be received by all delegates at least 15 days prior to the opening of the Convention.

3.15 The Credentials Committee shall examine the credentials of delegates. It shall report to the opening session of the Convention and to subsequent sessions with its recommendations. It shall be comprised of one delegate from each region appointed by the National Executive Board on the recommendation of the National Director. This Committee shall commence its work at least one day prior to the Convention.

The National Secretary-Treasurer shall provide the Committee with the number of members provided for in section 3.07, the names of the delegates and substitutes elected, their membership number, as well as the Local to which they belong.

3.16 The National Executive Board shall be empowered to appoint a committee to look after the observers and guests of the Convention and any costs associated with the functioning of this committee must have the prior approval of the National Executive Board and shall be borne by the National Union.

3.17 The Election Committee shall be responsible for conducting nominations, determining the eligibility of those being nominated, be responsible for preparing ballots, be responsible for explaining election procedures to the Convention and shall be responsible for counting of ballots, reporting of number of votes for each candidate, destroying the ballots, all of which shall be subject to the decision of the Convention. It shall be comprised of two delegates from the host region plus one delegate from each of the other seven regions. No delegate may be on the Election Committee who is a candidate for the National Executive Board.

3.18 Other committees which may be required during the course of the Convention shall be elected by the Convention.

3.19 All Convention committees shall have a non-voting member of the National Executive Board and in any event the National Secretary-Treasurer will work as an adviser on the Constitution Committee with voice but no vote, as per sections 4.52 and 4.53.

However, the members of the Constitution Committee and/or the members of the General Resolutions and National Policies Committee may, during their work, require the attendance of one or more members of the National Executive Board during the final week of the Committee's deliberations in order to bring clarification on any subject to be dealt with by such Committees but the members of the National Executive Board shall not have the right to vote.

### **Agenda and Vote**

\*3.20 The National Executive Board shall determine a meeting place for each committee, and shall see to the proper reception of official guests to the Convention and shall prepare the agenda and schedule for the various matters coming before the Convention to deal with the resolutions. Since resolutions are the primary focus of convention, 70% of the time allotted, excluding the day of elections, shall be exclusively devoted to debating and voting on resolutions, in the following order:

- (a) report of the Credentials Committee;
- (b) report of the National Executive Board;
- (c) written reports of officers who are members of the National Executive Board;
- (d) report of the National Board of Trustees;
- (e) report of the Constitution Committee;

- (f) report of the General Resolutions and National Policies Committee in the following order:
  - (1) resolutions for which the Constitution provides for a vote of the membership between two Conventions;
  - (2) general resolutions;
- (g) appeals;
- (h) reports of other committees in the order determined by the National Executive Board;
- (i) election of officers and union representatives;
- (j) other business as determined by the Convention.

3.21 Emergency resolutions may be presented to the Constitution Committee if endorsed by ten per cent or more of the delegates to the Convention. The Committee shall recommend for or against consideration of such resolutions by the Convention. An appeal against this recommendation shall be sustained if supported by a majority of delegates voting on the appeal.

3.22 Where this Constitution refers to approval of the Convention, it shall mean an affirmative vote of not less than a majority of those delegates voting on the specific question, except where the Constitution refers to a two-thirds majority which shall mean an affirmative vote of no less than two thirds of those delegates voting on a specific question.

## **Election of National Officers, Regional Officers, Union Representatives and Alternate Union Representatives**

3.23 All national officers, National Union Representatives and Alternate Union Representatives shall be elected by vote of delegates to the Convention.

3.24 The nomination and election of officers and union representatives shall commence at 10:00h on the last day of the Convention and shall be a special order of business until completed.

3.25 The order of election shall be as follows:

Resident officers, National Union Representatives and Alternate Union Representatives:

- (a) National President
- (b) 1<sup>st</sup> National Vice-President
- (c) National Secretary-Treasurer
- (d) National Grievance Officer
- (e) 2<sup>nd</sup> National Vice-President
- (f) 3<sup>rd</sup> National Vice-President
- (g) 4<sup>th</sup> National Vice-President
- (h) National Union Representatives
- (i) Alternate National Union Representatives

Non-resident officers, Regional Union Representatives and Alternate Regional Union Representatives:

- (a) National Director for Atlantic Region
- (b) National Director for Quebec Region
- (c) National Director for Metro-Montreal Region
- (d) National Director for Central Region
- (e) National Director for Metro-Toronto Region

- (f) National Director for Ontario Region
- (g) National Director for Prairie Region
- (h) National Director for Pacific Region
- (i) Regional Education and Organization Officers
- (j) Regional Grievance Officers
- (k) Regional Union Representatives
- (l) Alternate Regional Union Representatives

3.26 Nominations to all positions of resident officers, National Union Representatives and Alternate National Union Representatives shall take place on the Convention floor and the nominees are elected by a vote of the assembled delegates.

3.27 After nominations to an office are closed, the nominator will be allowed up to three minutes to speak in favour of his/her nominee.

3.28 A nominee will be permitted up to three minutes in which to make an acceptance speech to the Convention.

3.29 If there are more than two contestants for an office and no candidate has received a majority of those voting, the candidate with the least votes shall be eliminated and another vote held to ascertain whether a majority of those voting favour one of the remaining candidates, and so on until a majority of those voting have cast ballots in favour of one of the candidates.

3.30 The nomination of a National Director, the members of the Regional Executive Committee, the Regional Union Representatives and the Alternate Regional Union Representatives for each region shall be made by delegates from the applicable region and only members from such specific region shall be eligible.

The National Directors, members of the Regional Executive Committees and the Regional Union Representatives shall be elected by their respective region and in the case of National Directors, their election shall be ratified by the Convention.

3.31 The installation of officers and union representatives shall take place at the last meeting prior to adjournment of the Convention and the officers and union representatives shall assume their offices immediately after such installation.

### **Elections at Pre-Convention Regional Conferences**

3.32 Regional representatives and alternates to National and Regional committees shall be elected at Pre-Convention Regional Conferences, with the exception of committees under sections 3.15, 3.17, 3.18, 5.07 and 8.01 of the National Constitution.

3.33 The members of the National Women’s Committee and their alternates shall be elected at the women’s caucus at Pre-Convention Regional Conferences and any elections for equity representative and alternates for Regional and National committees shall be elected at these same conferences in each of the equity group caucuses.

### **Vacancy in a Position of National Officer, Regional Officer, Union Representative or Trustee**

3.34 The 1<sup>st</sup> National Vice-President shall automatically become President should this position become vacant during a term of office.

3.35 If there is a vacancy in the National Executive Committee as a result of death, disability, resignation, etc., the National Executive Board shall immediately post and notify such vacancy to all Locals, asking for nominations for the position.



All nominations to fill this vacancy must be made exclusively in writing and be given to the National Secretary-Treasurer at the latest 20 days following the announcement of the vacancy by the National Executive Board. The nomination must be duly moved by a member and the candidate must indicate that he/she accepts the nomination and the position for which he/she is nominated.

In the event that an officer or a national or regional union representative occupying another position runs for office and is duly nominated for a vacant position, the National Executive Board shall immediately inform all the Locals concerned of this vacancy and the second paragraph of section 3.35 shall apply. However, the officer or the national or regional union representative concerned continues to occupy his/her position and to perform his/her duties until the time of the Regional Conference.

A Regional Conference is held within 60 days following the closing day for nomination in order to fill the vacant position by the majority election of a candidate. This Conference lasts one day and the National Director shall organize a program of current issues concerning the Union and its members.

This Conference shall be held on the same day in each region and the vote shall take place at the same time, in accordance with the procedure set forth in section 3.29.

An Election Chairperson is designated by the National Executive Board in the event of a vacancy on the National Executive Committee or in the position of a National Union Representative. He/She co-ordinates the results of the balloting which are sent by facsimile or telephone, as the case may be.

The Election Chairperson conveys to the Regional Conferences the results of each balloting as a whole for each candidate until a candidate has obtained fifty per cent plus one of the votes.

The officers of the National Executive Committee and the National Union Representatives have the right to vote at a Regional Conference when a vacant position of a resident officer or National Union Representative has to be filled.

3.36 Should the vacancy described in section 3.35 occur in the six-month period prior to the National Convention, such vacancy shall not be filled.

If there is a vacancy in a National Union Representative position resulting from the conditions outlined in section 3.35 it shall be filled by election at the next round of Regional Conferences. The National Executive Board shall post and notify such vacancy to all Locals, asking for nominations for the position, and it will implement the procedure provided for in section 3.35.

If, in the opinion of the National Executive Board, there is an urgent need for a temporary replacement prior to the election, the National Executive Board may temporarily fill the vacancy from the Alternate National Union Representatives who have been elected.

3.37 Any vacancy in the position of National Director resulting from conditions outlined in section 3.35 shall be filled by election by the Conference concerned. Section 3.35 shall apply *mutatis mutandis*.

If there is a vacancy in another position of regional officer resulting from conditions outlined in section 3.35, it shall be filled by election by the Conference concerned within three months following the date of the vacancy unless a Regional Conference or a Convention is to be held within six months following the said vacancy, in which case the election is delayed until such Conference or Convention. Section 3.35 shall apply mutatis mutandis.

If there is a vacancy in a Regional Union Representative's position resulting from the conditions outlined in section 3.35, it shall be filled by election at the next round of Regional Conferences. The National Executive Board shall post and notify such vacancy to all Locals asking for nominations for the position. Section 3.35 shall apply mutatis mutandis.

If, in the opinion of the National Executive Board, there is an urgent need for a temporary replacement prior to the election, the National Executive Board may temporarily fill the vacancy from the Alternate Regional Union Representatives who have been elected.

3.38 In the event of a vacancy in the position of official trustee or 1<sup>st</sup> or 2<sup>nd</sup> alternate trustee in a region, the delegates from the region concerned, at the first Regional Conference meeting following the posting of the vacancy, shall fill this position by electing a replacement, subject to the provisions of section 4.95 and in accordance with section 3.29.

### **Special Convention**

3.39 The National Executive Board shall have the authority to issue a call to a Special Convention should there be an urgent requirement. Such action shall require a two-thirds majority vote of the National Executive Board.

3.40 The National Executive Board acting under section 3.39 shall issue the call to all Locals, Regional Executive Committees, Union Representatives and National Board of Trustees no less than 45 days before such Special Convention and shall announce in such call the urgent question which required the calling of the Special Convention.

3.41 The National Executive Board shall issue a call to a Special National Convention on receiving official notification from Locals calling for such Special Convention and including the urgent question which requires the calling of the Special Convention provided such official notification arises from a specific resolution approved by membership meetings of Locals representing two thirds of the members of the Union or by decision of membership meetings of two thirds of all Locals in the Union.

3.42 The responsibility of the National Executive Board for issuing the call to such Special National Convention shall be as provided in section 3.39.

3.43 Delegates to a Special Convention shall be elected on the following basis: each Local shall be entitled to one delegate for the first 100 members or less and by one delegate for each additional 100 members or majority fraction thereof. The delegates shall be elected at a meeting of the Local held 30 days before the Special Convention. The number of delegates per Local at the Special Convention is based on the number of members in good standing before the Call for the Special Convention is sent.

The preceding provision does not apply if the delegates for the next Quadrennial Convention have already been elected, in which case, these delegates act as delegates to the Special Convention.

The members of the National Executive Board, the members of the Regional Executive Committees, Union Representatives and the members of the National Board of Trustees are delegates at any Special Convention.

3.44 Special Conventions shall be for one day or more as required, but not more than five days.

### **Eligibility**

3.45 Any member in good standing is eligible for office in the Union. However, if the member is not a delegate, he/she shall have signified, in writing, his/her signed intention to accept office if nominated and elected.

### **Reports**

3.46 The National President shall not later than 90 days after a National Convention, send the minutes of the Convention in the form of one hard copy and one electronic copy to all Locals at the Union's expense.

3.47 The National President shall, not later than 120 days after a National Convention, send the Constitution, including appendices on national policies, on compact disk to each local in quantities according to the locals' request.

Printed copies shall be available in sufficient quantities to fulfill requests from locals.

## **ARTICLE 4**

### **National Executive Board National Executive Committee National Officers, National Union Representatives National Board of Trustees**

#### **National Executive Board**

##### **General Duties of the National Executive Board**

4.01 The fifteen national officers form the National Executive Board, responsible for the leadership and administration of the Union, in accordance with the orientation given by the members in keeping with the Constitution, the policies and general resolutions adopted by the Convention and with a mandate obtained through a referendum, including the obligation to report to the members, with recommendation, on any question concerning collective bargaining and the taking of a vote in relation thereto through the Locals.

4.02 The National Executive Board shall report to the members and shall submit by secret ballot to the Locals, any merger, affiliation or disaffiliation, or any agreement with any other union, central labour body or other organization, a change in the seniority rules, the approval of demands prior to negotiations and the ratification of collective agreements. The decision to strike shall be taken by the members of the Union in the bargaining unit concerned by secret ballot, through the Locals, upon report by the National Executive Board in the case of a national bargaining unit or by the officers designated by the National Executive Board, in the case of a non-national bargaining unit. Any such vote must be immediately preceded by a membership information meeting. The Union, through the National Executive Board, shall pay all expenses for such votes.

The National Executive Board shall establish criteria concerning the expenses for such votes, taking into consideration the number of members in each Local.

National and regional officers and union representatives shall have the right to vote at the first referendum or negotiation information meeting they attend.

The officer or the union representative who exercises his/her right to vote provided under the previous paragraph shall, before voting, inform the National Secretary-Treasurer as well as the Secretary-Treasurer of his/her Local where he/she will exercise his/her right to vote. The National Secretary-Treasurer shall send a detailed report to the National Executive Board when such a situation occurs.

4.03 The National Executive Board shall call a meeting of all national and regional officers within two months of the National Convention to prepare a four-year program with respect to the implementation and development of the policies passed by the Convention, and a one-year program that shall be ongoing and include the activities of the officers, and a training program for newly elected officers and union representatives.

The meeting shall be for at least two days and on the first day, the officers shall be divided into three committees as follows:

- (1) National President, National Secretary-Treasurer and National Directors;
- (2) 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> National Vice-Presidents and Regional Education and Organization Officers;
- (3) National Grievance Officer, 4<sup>th</sup> National Vice-President and Regional Grievance Officers.

These committees shall prepare recommendations through the National Executive Board on the implementation of programs to develop their various fields of work. Every year thereafter, such a meeting shall be held to prepare the program for the next year.

The National Executive Board shall call at least once a year, at least another meeting of all national and regional officers to exchange views on actions in the regions at different levels, to improve services to the members and to promote the achievement of national programs.

4.04 The National Executive Board shall receive, hear and consider written reports and particularly the minutes of the National Executive Committee as well as written reports from National Directors and shall co-ordinate their activities in the interest of the Union.

It shall receive and consider all other reports and issues duly submitted to it concerning the welfare of the Union.

4.05 The National Executive Board is empowered to appoint members to committees according to the needs of the Union. Such committees shall be considered as workshops for the purpose of studying problems submitted to them by the National Executive Board. Such committees shall report to the National Executive Board. The National Executive Board has the full responsibility for making recommendations to the membership or, if need be, to take decisions in accordance with the Constitution and policies of the Union.

### **National Women's Committee**

4.06 The National Women's Committee shall study and make recommendations to the National Executive Board on:



- (a) the involvement of women in the Union with the goal of full participation of women in all levels of the Union;
- (b) the education of the membership on equality issues facing women;
- (c) the situation of women in the workplace and ways to improve it.

This committee shall be composed of one woman from each region plus all women holding national and regional executive and union representatives positions.

The regional representatives shall be elected at the Pre-Convention Regional Conferences.

Each caucus shall also elect two alternates to replace a regional National Women's Committee representative, regional officer or regional union representative who is unable to attend a meeting of the committee.

\* The Chair of the caucus shall be the highest ranking sister in the regional office, in attendance. If the situation occurs where sisters have the same ranking, the sisters seniority date shall determine the Chair of the caucus, if necessary.

\* If there are no sisters in the regional office, the Chair shall be the highest-ranking sister in a local executive position in attendance with the highest seniority not running for the National Women's Committee. Furthermore, the Chair of the women's caucus shall break any tie.

In the event that diversity is not achieved through the election process, the National Women's Committee shall select up to four women who are able and willing to represent targeted groups giving consideration to recognized minorities as well as the representational make-up within the Union.

This committee shall meet once a year, with all costs to be borne by the National Union.

The committee's recommendations and the National Executive Board's responses shall be reported to each National Convention.

The National Women's Committee will be provided with its own budget, in addition to the cost of the annual meeting, to cover costs for the production of buttons, posters and other appropriate expenditures.

An elected representative from the National Women's Committee will meet with and report to the NEB following meetings of the National Women's Committee, and take part in the deliberations of the National Executive Board with respect to recommendations regarding women's issues.

National Directors, subject to the approval of the National Executive Board, shall authorize each region up to 10 days per year of paid union leave to be used by the elected member and/or the alternate(s) on the National Women's Committee to work on campaigns, events, bulletins on behalf of the women in their region.

There shall also be one regional women's conference per mandate.

- (a) The Union shall pay expenses related to the participation of the members of the National Women's Committee;
- (b) The amounts provided for in section 7.58 shall be used to pay expenses for the participation of women who are not members of the National Women's Committee;
- (c) Should there no longer be funds available under section 7.58, Locals shall pay expenses for the participation of the women they send as delegates to the conference.

The National Women's Committee shall submit a conference budget to the National Executive Committee and any recommendations coming out of these conferences shall be forwarded for action to the National Women's Committee.

### **National Human Rights Committee**

\*4.07 The National Human Rights Committee shall be comprised of four working groups: one for workers of colour, one for aboriginal peoples, one for disabled workers and one for lesbians, gays, bisexual, transgender and queer (LGBTQ).

\* Each working group shall be comprised of one representative per region elected at the Pre-Convention Regional Conferences, plus all members holding national and regional executive or union representative positions who belong to one or more of the groups. Each working group shall elect two alternates at the Pre-Convention Regional Conferences.

In the event that transgender inclusion is not met, the National Executive Board shall select up to three transgender members who are able and willing to sit on the National Human Rights Committee.

4.08 The National Human Rights Committee shall study, report and make recommendations to the National Executive Board on:

- \*(a) the involvement of people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ) in the Union with the goal of full participation of such people in all levels of the union;
- \*(b) the education of the membership on equality issues facing people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ);
- \*(c) the situation of people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ) in the workplace and ways to improve it;
- (d) fighting racism, homophobia, transphobia, discrimination against people with disabilities.

4.09 The committee shall meet twice per year, with all costs to be borne by the National Union.

4.10 The committee's reports and recommendations, with the National Executive Board's responses, shall be distributed to Locals within 60 days of the National Executive Board's meeting.

The committee's recommendations and the National Executive Board's responses shall be reported to each National Convention.

The National Human Rights Committee will be provided with its own budget, in addition to the cost of at least two meetings per year as is currently provided for under the National Constitution, to cover costs for the production of buttons, posters and other appropriate expenditures.

A representative elected by each working group will meet with and report to the NEB following meetings of the National Human Rights Committee, and take part in the deliberations of the NEB with respect to recommendations regarding human rights.

### **National Work Measurement Committee**

4.11 A National Work Measurement Committee shall be established as a standing committee.

The National Work Measurement Committee shall be made up of two delegates per region who are elected at the Pre-Convention Regional Conference. The delegates should have knowledge of the Letter Carrier Route Measurement System, or the Mail Service Courier Workload Structure System, or the RSMC Route Management System.

This committee shall be required to meet once per year.

The 4<sup>th</sup> National Vice-President shall be a member of this committee.

The mandate of the National Work Measurement Committee shall be to:

1. assist in the standardization of the work measurement systems and make recommendations to the National Executive Board to improve this;
2. study and review education courses for the LCRMS and MSCWSS or any other work measurement systems that may be introduced, including those for RSMCs, and make recommendations to the National Executive Board;
3. review grievances and arbitrations on the work measurement systems;
4. assist in the development and implementation of a membership information system on the work measurement system and make recommendations to the National Executive Board;
5. review the state of work measurement systems and make recommendations to the National Executive Board;
6. prepare a written report on their findings and recommendations to the National Executive Board.

The National Union shall pay lost wages, per diem and transportation costs for members of this committee when attending committee meetings.

#### **\*Regional Work Measurement Committees**

\*4.12 Each Region shall have a Regional Work Measurement Committee consisting of four members elected at the Pre-Convention Regional Conference, plus the two regional members elected to the National Work Measurement committee.

\* These members will receive the appropriate training as soon as possible and will meet twice a mandate in a location that is most cost effective, with teleconferences taking place in between meetings.

\* The Local utilizing the services of these trained committee members will be responsible for all associated costs.

### **National Health and Safety Committee**

\*4.13 The National Health and Safety Committee shall study, prepare a written report on its findings and make recommendations to the National Executive Board on:

1. health and safety courses;
2. the standardization of CUPW health and safety policy;
3. the production of informational papers to inform Locals of new and old national health and safety policies;
4. arbitrations and grievances related to health and safety;
5. positions on health and safety issues and equipment;
6. the development of written reports on the state of health and safety;
7. the business of the National Joint Union-Management Health and Safety Committee;

8. union positions at the National Joint Health and Safety Committee;
9. all aspects of the uniforms;
10. the position and policies of the Union relating to the environment.

The Committee shall be composed of one member from each region elected by delegates to the Pre-Convention Regional Conference, the Regional Education and Organization Officer of each region, the National Grievance Officer and all union members of the National Joint Health and Safety Committee. Each caucus shall elect one Alternate to be used in the event that the elected Regional Member is unable to attend a meeting. Another Member of the Regional Executive Committee shall replace the Regional Education and Organization Officer in the event that he/she is unable to attend a meeting of the Committee.

This Committee shall be required to meet once per year.

The National Union shall pay lost wages, per diem and transportation costs for members of this Committee when attending committee meetings.

### **Meetings and Decisions of the National Executive Board**

\*4.14 The National Executive Board is required to meet at least once every two months and to send the minutes to all Locals, no later than 15 days following each of these meetings.



The minutes of the National Executive Board meetings shall be sufficiently clear and shall specify the subject matter of the resolutions so as to ensure proper understanding of the decisions taken.

The National Executive Board shall purchase and utilize modern technologies such as videoconferencing to minimize the number of meetings that require participants to travel.

Ten of the fifteen National Executive Board members shall constitute a quorum for any meeting of the National Executive Board.

\*4.15 Any decision of the National Executive Board, while the Board is not in session, may be taken by facsimile in cases of emergency only, but never through a simple telephone conversation.

The National Executive Board shall whenever and wherever possible utilize new technology such as teleconferencing, video, audio and Web conferencing to replace face-to-face meetings such as but not limited to National Executive Board meetings, yearly meetings of the National and Regional Officers as outlined in section 4.03, and to supplement National Committee meetings if required, with all costs to be borne by the National Union.

Locals wishing to avail themselves of the National Union's technologies shall do so at their own expense.

\*4.16 Notwithstanding any indication to the contrary, where in this Constitution it is specified that it is necessary to obtain a two-thirds majority of the National Executive Board, it shall mean that ten members of the Board shall support the decision.

## **Responsibilities of the National Executive Board Regarding Locals**

\*4.17 The National Executive Board is empowered to:

- (a) establish a Local, determine what members are part of the Local and to which region it belongs;
- (b) order that Locals be merged when it is in the best interests of the Union or the members and in particular, when a Local does not take part in the activities of the Union, uses its funds for purposes other than union purposes or refuses to comply with the Constitution and policies of the Union;
- (c) place under trusteeship a Local that does not comply with the Constitution, the policies and decisions of the Union or whose conduct may cause prejudice to the welfare or interests of the Union or its members.

\*4.18 The National Executive Board shall issue a duly validated charter to any new Local. The applicant shall submit proposed local by-laws drafted in accordance with the Constitution.

\*4.19 Except when a merger is requested by the Locals concerned, the National Executive Board shall, prior to merging Locals, hold or order an investigation and allow the Locals concerned to express their point of view. Once merger has been decreed, the funds and other assets shall be transferred to the Locals to which the members are transferred.

\*4.20 Except in an emergency, the National Executive Board shall, prior to placing a Local under trusteeship, hold or order an investigation and allow the Local to express its point of view.

The placing of Locals in trusteeship shall be ordered for a definite period of time, but it may be renewed. All Locals under trusteeship must be reviewed annually.

Any Local placed under trusteeship has the right to appeal the decision of the National Executive Board to the Convention. The lodging of an appeal does not, however, suspend the implementation of the decision of the National Executive Board.

The notice of appeal shall be mailed or delivered to the National Secretary-Treasurer not later than on the 30<sup>th</sup> calendar day following receipt of the written explanation of the decision taken by the National Executive Board.

When a Local has been placed under trusteeship, the National Director for the region or any other person designated by the National Executive Board shall act as administrator. The administrator has all the authority required to conduct the affairs and administer the funds of the Local.

He/She shall perform the functions of local officers. He/She shall call membership meetings in the normal manner and keep the members informed. He/She shall report periodically to the National Executive Board.

## **National Executive Committee**

### **General Duties of the National Executive Committee**

\*4.21 The seven resident national officers constitute the National Executive Committee. They have an obligation to meet once a week to discuss and settle administrative and current matters.

The National Executive Committee shall keep minutes of their meetings in which will be recorded the nature of decisions taken, including the name of the mover and seconder.

The minutes shall be duly signed by the National President and the National Secretary-Treasurer and a copy shall be sent to the National Directors within ten days following each meeting.

\*4.22 The National Executive Committee's power of decision shall be limited to all administrative matters and no decision involving the Union and members in respect to an employer may be taken without a decision of the National Executive Board in the case of a national bargaining unit, or of the officers designated by the National Executive Board in the case of a non-national bargaining unit, the whole in accordance with the procedure set forth in the present Constitution.

\*4.23 The resident officers shall act in accordance with their individual responsibilities, and shall act collectively as the Executive Committee of the National Executive Board between meetings of the National Executive Board.

\*4.24 The National Executive Committee shall report to the eight National Directors all important steps they have taken as soon thereafter as practical. In any event, at regular meetings of the National Executive Board, full reports of actions by the National Executive Committee shall be reported and considered by the National Executive Board.

\*4.25 All recommendations submitted by Locals to the National Executive Committee shall be studied and the report of said study shall be sent to the Locals concerned within 60 days. In cases of emergency, the National President shall answer Locals as soon as possible with a maximum deadline of ten days.

\*4.26 The quorum for a National Executive Committee meeting shall be five members. Any National Executive Committee decision that is not unanimous shall be referred to the National Executive Board. However, an NEC officer absent from a meeting will not lose the right to refer an issue decided at such meeting to the National Executive Board.

\*4.27 No officer individually, or officers in a group and members of the National Executive Committee may take any decision concerning the welfare of the members of the Union, either with representatives of an employer or with an organization to which the Canadian Union of Postal Workers is linked, or any other organization, without reporting to the National Executive Board and having obtained a majority decision.

\*4.28 Except during serious sickness, vacation or other emergency, the seven National Executive Committee officers will be in the National Office, or in locations where they can be reached by the National Office on normal days of work.

One resident officer shall be available at all times in order to ensure continuity of services.

\*4.29 The National Executive Committee, in recognition and respect for the need to accommodate all members, shall ensure that union offices, workplaces and union events are fully accessible.

## **National President**

\*4.30 The National President is the senior resident officer of the Union. He/She is responsible for the upholding of the Constitution and for directing the implementation of union policies, as determined by the Convention.

The National President implements all decisions of the Convention, of the National Executive Board and of the National Executive Committee as well as the policies adopted by the Convention.

He/She has a say in all matters under the jurisdiction of the Union and shall take steps to ensure that all national officers fulfil the obligations and duties of their offices.

\*4.31 The National President shall interpret the Constitution and his/her interpretation shall be upheld unless it is challenged and such a challenge is sustained by a majority of those voting in the National Executive Committee, National Executive Board or Convention.

\*4.32 On matters not covered by the Constitution or the policies of the Union, he/she shall be responsible for initiating actions upholding the good and welfare of the Union, subject to the approval of the National Executive Board.

\*4.33 The National President, through the 1<sup>st</sup> National Vice-President, shall co-ordinate the efforts of all national officers of the National Executive Committee, National Executive Board and of the National Union Representatives.

\*4.34 The National President shall preside over the meetings of the National Convention, the National Executive Board and the National Executive Committee.

Except as otherwise provided in the present Constitution, and as otherwise decided by the National Executive Board, the National President shall chair all other national committees provided for in the present Constitution and any other national committee established by the National Executive Board.

\*4.35 The National President, in conjunction with the National Secretary-Treasurer, shall prepare the agenda for meetings of the National Executive Committee and the National Executive Board. The National Executive Board agenda shall be forwarded to National Directors at least ten days prior to the regular meetings and in the case of special meetings, within three days prior to the meetings for review. The final agenda shall be adopted at the beginning of the National Executive Board meeting.

\*4.36 The National President shall enforce, as union policy, that no officer of the Union shall meet alone with any representative of the employer to discuss union matters.

\*4.37 The National President shall ensure implementation of union policies in all representations to an employer.

\*4.38 The National President shall be responsible for public relations of the Union at the national level.

\*4.39 The National President shall inform the membership of the business conducted at the meetings of the National Executive Board in the form of a report to be published in the national publication and by circular letter to all Locals, no less than once every two months.

He/She shall report to all Locals within two months and at the expiration of each subsequent two-month period after the conclusion of each National Convention on the situation with regard to all policy decisions made at the Convention.

He/she shall ensure the establishment of a National Conflict Committee to assist members involved in conflict situations, prior to charges being pursued in the disciplinary process.

He/She shall lead delegations to the Canadian Labour Congress.

### **1<sup>st</sup> National Vice-President**

\*4.40 The 1<sup>st</sup> National Vice-President is a resident officer and member of the National Executive Board and National Executive Committee.

\*4.41 The 1<sup>st</sup> National Vice-President shall assist the National President as required, shall replace him/her in his/her absence and assist other national officers where need be.

\*4.42 The particular areas of responsibility of the 1<sup>st</sup> National Vice-President shall be:

- (a) to help promote the fullest possible understanding of union policies, the nature of the struggle and all other matters of concern to the Union and to labour generally;
- (b) to work with the National Directors to prepare the content of the programs in order to promote the policies and carry out the programs and campaigns of the Union at the local level;
- (c) to receive copies of reports on activities of Union Representatives and assist National Directors in guiding the activities of Union Representatives;
- (d) to work directly with the National President to assist him/her in co-ordinating the efforts of the National Executive Committee, National Executive Board and National Union Representatives and in supervising and directing the work performed by all specialists and/or technical advisers hired by the Union;



- (e) to establish and maintain communications between members and leading bodies of the Union;
- (f) ensure that all audio and video communications be made available in ASL and LSQ;
- (g) ensure that telecommunications be available on TTY or video relay and that this service be provided on request.

\*4.43 The 1<sup>st</sup> National Vice-President shall prepare a sample of local by-laws which shall be sent to National Directors so that each Local may have by-laws in accordance with union regulations.

\*4.44 The 1<sup>st</sup> National Vice-President shall work in certain fields in conjunction with the other officers of the National Executive Committee, National Directors and any other officer of a Local through the intermediary of the National Directors.

\*4.45 He/She is also responsible for ensuring that communications are issued on a timely basis by the officers responsible for issuing these communications and shall ensure that the detailed information necessary for those who implement the collective agreement in the field is provided by the National Union.

### **National Secretary-Treasurer**

\*4.46 The National Secretary-Treasurer is a resident officer and member of the National Executive Board and the National Executive Committee.

\*4.47 The National Secretary-Treasurer shall ensure the continuity of services (subject to section 3.03). He/She shall:

- (a) ensure that all reports, documents and statements are printed in French and English;
- (b) be responsible for communications to the officers;
- (c) be responsible for distribution of the minutes of the National Executive Board meetings to the Locals within 15 days following the meetings;
- (d) compile and cause to be published all proposed amendments to the Constitution, all reports and minutes.

\*4.48 The National Secretary-Treasurer shall have charge of the union seal and of all official documents.

He/She shall be responsible for correspondence to and from the National Executive Board and keep a record of proceedings of the National Executive Committee, the National Executive Board and the National Convention.

\*4.49 The National Secretary-Treasurer is in charge of union finances, certifies all cheques for signature covering expenditures authorized by the Constitution, resolutions adopted by the Convention and resolutions adopted by the National Executive Committee and/or the National Executive Board, collects all assessments and per capita tax payable to the Union, deposits immediately, all money collected to the credit of the Union and, together with the National President, or in his/her absence, the 1<sup>st</sup> National Vice-President, signs the cheques.

\*4.50 The National Secretary-Treasurer shall be responsible for having the union accounts posted and ready for inspection by the auditors at the end of the fiscal year.

His/Her financial statements will show separately and individually the salaries and expenses paid to all members of the National Executive Board, to regional officers and to union representatives.

His/Her financial statements will record the salaries and other monies paid to the office staff.

\*4.51 The National Secretary-Treasurer shall send copies of the financial statements to all Locals twice a year.

\*4.52 The National Secretary-Treasurer shall report to the National Convention the financial state of the Union and shall include his/her recommendations for changes in the financial policy of the Union and other recommendations with respect to the finances of the Union.

\*4.53 The National Secretary-Treasurer shall divulge to the Constitution Committee a prepared statement containing a resume of all expenses incurred by the Union during the four-year period, also the total number of full-time and part-time members and Rand formula employees. This statement shall be circulated to all Convention delegates. He/She shall be available to attend all meetings of the Constitution Committee in the capacity of an adviser.

\*4.54 The National Secretary-Treasurer shall co-operate with the National Board of Trustees in their work as in Article 4, sections 4.94 to 4.103 and shall meet the trustees as directed by section 4.97.

\*4.55 The National Secretary-Treasurer shall:

- (a) establish an up-to-date membership mailing list;
- (b) set up an adequate filing system in the Secretariat and the Treasury;

- (c) plan communication systems such as telephone, facsimile, bulletins to officers and Locals;
- (d) administer any life insurance plan;
- (e) set up, maintain and improve an efficient membership check-off control system;
- (f) arrange for bookkeeping operations and, if necessary, adjust the system to make it easier to understand;
- (g) interview applicants for office employment and recommend the hiring of candidates in accordance with the criteria established by the National Executive Board;
- (h) plan the purchasing of office material such as stationary and equipment;
- (i) restructure membership numbers in accordance with social insurance numbers;
- (j) standardize the financial statements and the financial reports required under section 9.30;
- (k) pay the per capita tax of each Local to the appropriate Federation of Labour from the local rebates;
- (l) maintain an updated list of local mailing addresses and forward same each year to each Local;
- (m) submit to the National Executive Board a monthly statement of the account fluctuations of the Union's General Fund. This should include details of revenues and expenditures, bank reconciliation and cheques in circulation. A copy of the account fluctuations of the General Fund is sent each month to each Local.

\*4.56 The National Secretary-Treasurer shall prepare accounting systems for the regional offices, according to generally recognized accounting principles, review and co-ordinate the work in this area. He/She shall ensure that all union property at the national and regional levels is covered for replacement value by adequate insurance. He/She shall perform any other functions assigned to him/her as provided in other sections of this Constitution.

### **National Grievance Officer**

\*4.57 The National Grievance Officer is a resident officer and member of the National Executive Board and the National Executive Committee.

He/She shall contribute to the education of the leadership and the membership by issuing regular bulletins.

\*4.58 The National Grievance Officer shall:

- (a) deal with all judicial and quasi-judicial actions undertaken for the benefit of the members;
- (b) be authorized to retain the services of specialists and legal advisers where need be for cases of arbitration and other judicial or quasi-judicial actions in accordance with decisions taken by the National Executive Committee or the National Executive Board;
- (c) analyze the results of grievances and arbitration decisions in order to ensure that collective agreements are always respected and to provide advice and documents to negotiating committees;

- (d) contribute to the education of the leadership and the membership by issuing regular bulletins and summaries of arbitration decisions in cases of interest for the Union;
- (e) upon request from a regional office, provide explanations of his/her decisions not to recommend action before the courts;
- (f) keep abreast of arbitral awards concerning other unions so as to be aware of trends in the settlement of such issues;
- (g) be alert to new and pending legislation affecting the interest of the Union and its members and inform the National Executive Committee, the National Executive Board and the union membership in general of any such development;
- (h) be responsible for the preparation of an index of adjudication and arbitration decisions rendered in the Union and other appropriate cases;
- (i) send these to the regional offices as available and shall be the officer responsible for maintaining and updating any documents relating thereto.

\*4.59 Through the National Executive Board, he/she is responsible for union-management meetings at the national level. He/She shall prepare the agenda and set the dates. In addition, he/she shall carry out all relevant research with the assistance of the national officers concerned, specialists and/or technical advisers.

Such responsibilities include the following:

- (a) maintaining the appropriate files on each matter which is the subject of union-management meetings;
- (b) review minutes of union-management meetings provided by the employer to ensure that they reflect the position taken by the parties at the meeting;
- (c) transmit to all levels of the Union the information of concern to each of these levels;
- (d) make recommendations to the National Executive Board on what position the Union should take at these meetings;
- (e) ensure that the mechanisms provided for in the collective agreement are followed;
- (f) take the appropriate steps to ensure grievances are being filed where necessary;
- (g) maintain constant communications with the membership in regard to these issues, especially the position taken by the Union, and the results of the union-management meetings.

**\*4.60 The National Grievance Officer shall:**

- (a) attend and represent the Union at national health and safety, protective clothing and equipment consultation meetings;
- (b) develop a program to implement the policies of the Union relative to health and safety;

- (c) oversee and monitor the workplace environment and work surveillance inside and outside the postal facilities;
- (d) work with the officer responsible for education to develop a program specifically for the health and safety of the membership; such program is to form part of the National Education Program;
- (e) keep abreast of all changes in the area of health and safety in the workplace and take the appropriate steps in preventative measures;
- (f) visit on-site locations and Locals where genuine health and safety problems exist, including but not limited to space problems on the work floor;
- (g) write a complete report on such locations to the National Executive Committee and make recommendations to rectify the major problems;
- (h) prepare a discussion paper for pre-negotiation meetings on health and safety, protective clothing and equipment for the welfare of the membership.

\*4.61 In the case of a national bargaining unit, the National Grievance Officer shall:

- (a) consider and present grievances to arbitration;
- (b) delegate his/her authority to another officer of the Union to act in his/her absence to ensure the presentation of grievances at the last level and act on his behalf in the matters of arbitration and quasi-judicial actions;



- (c) co-ordinate the grievance procedure and arbitration process at the national and regional levels;
- (d) work in conjunction with the respective National Directors in the scheduling and hearing of arbitration cases in the regions;
- (e) notify all the National Directors of all arbitration cases scheduled to be heard in their respective regions;
- (f) prepare arbitration cases;
- (g) prepare documentation to ensure uniformity of the Union's interpretation of the collective agreement in presentation of grievances and during arbitration proceedings;
- (h) in co-ordination with the National Directors, shall issue monthly bulletins informing the members of their rights under specific clauses in the collective agreement;
- (i) prepare a discussion paper on the collective agreement for presentation at pre-negotiation meetings subject to the approval of the National Executive Board;
- (j) as soon as possible and through the National Director, inform the Local that submitted the grievance of any extension of time limit and of the decision of the National Executive Board regarding the referral to arbitration, stating the reasons for such a decision;

- (k) provide immediately an explanation to the region and a copy to the Local, in all circumstances where he/she recommends not taking a grievance to arbitration which has been recommended for arbitration by the Regional Executive Committee;
- (l) prepare a summarized report monthly on the activities of his/her office in the area of health and safety, specifically of the concerns raised and results achieved at each meeting of the National Joint Safety and Health Policy Committee. This report is to be distributed to all regional and local health and safety committees;
- (m) be responsible for issues which are unique to the GLT and EL classifications.

\*4.62 In the case of a non-national bargaining unit, the functions enumerated in section 4.61 are performed by the National Grievance Officer unless the National Executive Board decides that they shall be the responsibility of someone else.

\*4.63 The National Grievance Officer shall establish communications with union members responsible for the handling of workers' grievances in order to help them become the most effective defenders of workers' rights.

He/She shall make recommendations, through National Directors, to Regional Conferences, local officers and shop stewards in their day-to-day fight in the defence of the contractual rights of the members.

He/She shall work with and educate the members of the Regional and National Presidents Meetings for effective preparation and hearing of arbitration cases.

He/She shall standardize the grievance procedure within the same bargaining unit and investigation forms.

He/She shall develop and implement a plan to utilize Worker Advocates.

\*4.64 The National Grievance Officer shall record and state instances where amendments to collective agreements are required to adequately protect the rights of members and report such cases to the National Executive Board.

He/She shall be a technical adviser to the Negotiating Committees.

\*4.65 The National Grievance Officer shall prepare, compile, maintain and analyze documentation and material relevant to the Union's needs in the following areas:

- (a) collective bargaining tactics and objectives of employers;
- (b) negotiations for groups for which the Union holds bargaining certificates;
- (c) medical insurance and benefit plans;
- (d) employment insurance;
- (e) retirement and pension plans.

**\*4.66 The National Grievance Officer:**

- (a) is responsible in the areas of Workers' Compensation, Disability Insurance, Injury-on-duty, Pension Plans, Dental Plan, Hearing and Vision Plan, Group Surgical and Hospital Plan and Group Life Insurance Plan, Employment Insurance and any other such plans which may affect the membership;
- (b) keeps abreast of all updated matters and provincial and federal legislations related to the above subjects and prepares briefs and submissions to be presented on behalf of the Union;
- (c) works to provide maximum protection and represents those members who are threatened with release for incapacity;
- (d) prepares and updates pamphlets for the membership in these areas as stated above;
- (e) assists the officer responsible for education to properly integrate the above-mentioned subjects into the National Education Program;
- (f) prepares a discussion paper for pre-negotiation meetings on the benefits for the membership.

**2<sup>nd</sup> National Vice-President**

**\*4.67** The 2<sup>nd</sup> National Vice-President is a resident officer and member of the National Executive Board and National Executive Committee.

\*4.68 The 2<sup>nd</sup> National Vice-President shall be responsible for the National Education Program, see to its revision and keep it continually up to date according to the needs of the Union.

He/She shall co-ordinate union education at the national, regional and local levels.

He/She shall keep a database of all courses and the members who attend education courses at the national, regional and local levels.

He/she shall be responsible for the development and administration of the Union Education Fund, part of which will be devoted to in-residence leadership training and part for skills building.

It is recognized that the programs under the Union Education Fund are in addition to, and not a substitute for, the regular education programs of the Union, as outlined in sections 11.05 and 11.06, or for local education programs.

The number of students for the in-residence leadership training shall be based on the proportionate number of members in each region.

He/She shall work in the field of education on promoting the fullest possible understanding of union policies, the nature of the struggle of the Union and all other matters of concern to the Union and to the labour movement in general.

He/She shall set up a positive union member health and safety education program to inform members of:

- (a) the rights and duties of the workers, management and government as set out in relevant laws and in the collective agreements;

- (b) the correct procedure required for effective exercise of all their rights;
- (c) how to recognize and solve job site health and safety problems.

He/She shall prepare a training program for all Locals to monitor the work place for noise, light, temperature and humidity, dust, carbon monoxide, etc.

\*4.69 The 2<sup>nd</sup> National Vice-President shall prepare continuous education programs relating to the policies of the Union, campaigns to be conducted by the Union against an employer and the opponents of the labour movement.

He/She shall inform the members and promote labour union education through communications, bulletins and articles appearing in the national journal.

\*4.70 The 2<sup>nd</sup> National Vice-President shall prepare, compile and maintain an adequate supply of documentation and material relevant to union needs in the following areas:

- (a) education and information for new members;
- (b) education at the local level for all members;
- (c) education regarding duties and responsibilities of local officers and shop stewards;
- (d) education of full-time officers of the Union;
- (e) documentation relating to collective bargaining, tactics and objectives of employers.

He/She shall also ensure that each regional office has adequate audio-visual equipment, as decided by the National Executive Board.

\*4.71 The 2<sup>nd</sup> National Vice-President shall be responsible for the preparation of courses concerning:

- (a) the history of the Canadian Union of Postal Workers;
- (c) the history of the labour movement in general;
- (c) union structures at all levels;
- (d) administration of a Local;
- (e) employment insurance;
- (f) injury on duty;
- (g) labour relations legislation;
- (h) legislation governing the public service;
- (i) regressive and anti-labour legislation;
- (j) appeals procedure;
- (k) preparation for arbitration hearings;
- (l) grievance hearings;
- (m) preparation of grievances, etc.;
- (n) the dangers of industrial democracy;

- (o) retirement and pensions, e.g. Pension Plans;
- (p) orientation and philosophy of the Canadian Union of Postal Workers and the labour movement;
- (q) communications;
- (r) leadership development;
- (s) occupational health and safety;
- (t) problems of women workers in Canada Post and women workers in general;
- (u) work measurement systems;
- (v) Social Stewards;
- (w) householders.

\*4.72 The 2<sup>nd</sup> National Vice-President shall work to ensure equality for women and equity groups in the workplace and within the Union.

He/She shall aid in educating our membership on women's issues and in encouraging and enabling our women members' involvement in union activities through union education, publication and other means.

He/She shall be responsible for all matters dealing with equality programs, pay equity and human rights.

\*4.73 The 2<sup>nd</sup> National Vice-President shall attend Regional Conferences and Education Seminars as frequently as possible.



\*4.74 The 2<sup>nd</sup> National Vice-President shall work in certain fields in conjunction with the other officers of the National Executive Committee, the National Directors and any other officer of the Locals through the intermediary of the National Directors and more particularly with the National Grievance Officer, on arbitration of grievances.

### **3<sup>rd</sup> National Vice-President**

\*4.75 The 3<sup>rd</sup> National Vice-President is a resident officer and member of the National Executive Board and National Executive Committee.

\*4.76 The duties of the 3<sup>rd</sup> National Vice-President shall include:

To be responsible for implementing the organizational and recruitment policies of the Union, as decided upon by the National Executive Board.

The 3<sup>rd</sup> National Vice-President shall be in charge of organization, and the work to be performed in the field of organization consists of:

- (a) preparing monthly bulletins dealing with organization and updates on the Union's campaigns;
- (b) preparing pamphlets for new members;
- (c) preparing documentation for officers and shop stewards to help them in their work;
- (d) providing means and solutions to mobilize the membership for union purposes and for mobilizing the membership in struggles against an employer;

- (e) seeing to recruitment;
- (f) organizing preparatory steps and strike structures;
- (g) organizing recruiting campaigns for the purpose of obtaining new certifications;
- (h) organizing information campaigns on specific matters;
- (i) organizing campaigns to regroup Locals;
- (j) seeing to the organization of the unorganized.

\*4.77 The 3<sup>rd</sup> National Vice-President shall work in close co-operation with the 1<sup>st</sup> National Vice-President in establishing and maintaining communications between members and leading bodies of the Union.

He/She shall be responsible for the implementation of the different programs and campaigns of the Union, including those in co-operation with the labour movement and coalitions and those related to negotiations.

\*4.78 She/He will be responsible for:

- (a) the preparation of a yearly plan on organizing the unorganized workers into our Union. This plan shall include the following:
  - (i) the groups targeted for organization;
  - (ii) the location(s) of each targeted group;

- (iii) the resources which shall be required;
- (iv) the projected length of the campaign(s);
- (v) a budget for each campaign.

It shall be the responsibility of the Officer to submit the above plan to the National Executive Board for approval.

- (b) be responsible for regular update reports which shall be provided to every National Executive Board meeting. In addition, she/he shall provide the National Executive Board with a complete six-month review of all organizing campaigns in CUPW;
- (c) she/he shall receive extensive training in the field of union organizing upon election to her/his position;
- (d) be responsible for the training of Worker Organizers in the field;
- (e) be responsible for the initial set-up of the organizing campaign in the targeted Local, in co-operation with the assigned Worker Organizer(s) and the Regional Education and Organization Officer of the region(s) involved;
- (f) be responsible for the securing, development and production of the materials and information required for the campaigns. This material is to include information on CUPW and shall be produced in co-operation with the National Vice-President responsible for Education.

#### **4<sup>th</sup> National Vice-President**

\*4.79 The 4<sup>th</sup> National Vice-President is a resident officer and member of the National Executive Board and National Executive Committee.

\*4.80 The 4<sup>th</sup> National Vice-President shall be responsible for all issues relating to staffing, walk and route evaluation.

The particular areas of responsibility of the 4<sup>th</sup> National Vice-President shall be:

- (a) monitoring the progress of route and walk evaluation on a national basis;
- (b) providing union education and route and walk evaluation and preparing courses;
- (c) monitoring staffing on a national basis;
- (d) assisting Locals and regions with walk evaluation and staffing;
- (e) attending consultations on walk/route evaluation and staffing.

\*4.81 The 4<sup>th</sup> National Vice-President works in conjunction with the officer responsible for education and develops a comprehensive education course for the Letter Carrier Route Measurement Systems (LCRMS) and the Mail Service Courier Workload Structuring System (MSCWSS), or any other Work Measurement Systems that may be introduced.

He/She works in conjunction with the officers responsible for grievances and arbitration when complaints arise because of the LCRMS, the MSCWSS, articles, appendices or letters contained in the collective agreement tied or linked with the above-mentioned systems, and any other work measurement systems that may be introduced.

\*4.82 The 4<sup>th</sup> National Vice-President:

- (a) is authorized to retain the services of experts in the field of work standards when the need arises in testing the elemental time values, work methods or standards, as well as for arbitrations specifically in the field, in accordance with decisions taken by the National Executive Committee and/or the National Executive Board;
- (b) revises all existing standards and brings his/her findings and conclusion to the National Executive Committee for further action;
- (c) ensures that he/she keeps abreast of all new developments and the introduction of new procedures by the employer in order to ensure the proper application of values to the daily workload of the membership;
- (d) is responsible for all workload related problems and serves as adviser in the consultation process in the resolution of these problems;
- (e) prepares a discussion paper for pre-negotiation meetings on the above-noted systems.

## National Directors

\*4.83 The National Directors shall be members of the National Executive Board.

The National Directors shall have their offices in the following cities:

Atlantic Region	Halifax
Quebec Region	Quebec
Metro-Montreal Region	Montreal
Central Region	Ottawa
Metro-Toronto Region	Toronto
Ontario Region	London
Prairie Region	Winnipeg
Pacific Region	New Westminster

The National Executive Board can, by a majority vote of two thirds, change the location of the Regional Office if it is in the best interest of the Union and the members.

He/She shall be provided with facilities and necessary staff for the efficient operation of the office.

He/She shall see that the general office expenses and other expenses related to the Union activities such as Regional Conferences, Education Seminars, etc., including per diem allowances paid to members, are paid by cheque.

\*4.84 Each National Director shall assist in giving leadership in his/her region in all aspects of Union activity, day-to-day problems and with regard to negotiating struggles. He/She shall work to raise union consciousness among the local officers and members and shall actively promote Union policy.

He/She shall assist all local officers in all aspects of their work and shall inform them of all major matters affecting the members.

\*4.85 The National Director shall be a key officer in the operation of the National Union and at the same time an active link between the members in his/her region and the rest of the Union through the National Executive Board.

\*4.86 The National Director shall:

- (a) chair all meetings of the Regional Executive Committee, retaining the right to vote, to co-ordinate all membership activities of the Regional Executive Committee and to answer to the National Executive Board for the Regional Executive Committee and decisions thereof;
- (b) discuss and convey to the National Executive Board the recommendations of the Regional Executive Committee concerning all problems relating to the application of the Constitution, national policies and any decision to be taken by the National Executive Board for the needs of the membership.
- (c) ensure the establishment of a Regional Conflict Committee to assist members involved in conflict situations, prior to charges being pursued in the disciplinary process.

\*4.87 The National Director shall be directly responsible for the Regional Education and Organization Officer and for the Regional Grievance Officer as well as the union representative(s) in the region and forward copies of their reports to the National President.

\*4.88 Costs of annual meetings of the Regional Executive Committee, Regional Union Representatives and Presidents of Locals shall be paid in accordance with the provisions of section 7.42.

\*4.89 The National Director, with the assistance of the National Vice-Presidents, shall promote the unification of Locals in the regions so as to make union education more efficient and to enable those regions where it is practicable, to maintain part-time or full-time officers, thus facilitating the servicing of such groups of Locals.

\*4.90 The National Director for each region shall endeavour to regroup Locals and urge them to merge whenever it is advisable to do so. He/She shall prepare draft by-laws to achieve these objectives.

He/She shall recommend to the National Executive Board to merge Locals when he/she considers this decision should be taken.

\*4.91 The National Director shall monitor affiliation with labour councils and shall ensure compliance with section 9.42 of the present Constitution.

- (a) He/She shall be responsible for the co-ordination of the Union's liaison with labour bodies in his/her region.
- (b) He/She shall lead the Union's delegation to the provincial federations of labour in his/her region.

\*4.92 National Directors shall encourage all Locals to hold elections of their Local Executive Committee within, at most, six months following each Quadrennial Convention for the duration of the four-year term, in order to standardize the work of all officers of the Union at the various levels.



\*4.93 The National Director shall recommend that Locals be placed under trusteeship in the following circumstances:

- (a) Locals with no by-laws;
- (b) Locals with no Executive Committee;
- (c) Locals having no affiliation and/or not paying their affiliation fees to the labour council of their region, should such council exist;
- (d) Locals not supplying annual financial statements to the National Secretary-Treasurer;
- (e) Locals using union funds for other than union purposes;
- (f) Locals not holding monthly membership meetings, or at least six meetings per year;
- (g) Locals not taking part in Regional Conferences, meetings of Local Presidents and/or any other meetings held pursuant to the present Constitution, when such non-participation is regular.

### **National Board of Trustees**

\*4.94 Each Pre-Convention Regional Conference shall elect one official trustee, constituting the National Board of Trustees. These trustees shall not hold any position as national officer, regional officer or union representative and may not cumulate any other functions nationally or regionally, in conflict with their office.

\*4.95 The regional conference shall also elect two alternate trustees to replace trustees in case of prolonged illness of three weeks or more or in case of a vacancy as outlined in section 3.38. The alternate trustees shall be elected in the following order of priority: the 1<sup>st</sup> alternate trustee shall be the official trustee following a vacancy in this position and the 2<sup>nd</sup> alternate trustee shall become the 1<sup>st</sup> alternate trustee in the event of a vacancy in this position.

\*4.96 The National Secretary-Treasurer shall convene a meeting of the National Board of Trustees before the end of the calendar year of Convention. At this first verification, the National Board of Trustees shall elect a Chairperson and a Secretary.

\*4.97 The Chairperson of the National Board of Trustees shall convene an annual meeting of the National Board of Trustees at the National Office of the Union.

The National Board of Trustees may also be convened by the National Executive Board through the National Secretary-Treasurer.

\*4.98 The National Board of Trustees shall be generally responsible for the inspection of the finances and assets of the Union.

\*4.99 The National Board of Trustees shall have the right to require a detailed accounting of any financial transaction carried out by the Union or in its name.

\*4.100 The National Board of Trustees shall:

- (a) require that the Union hold sufficient insurance to protect itself against any reasonable risk of loss, including losses from dishonesty;

- (b) select, upon ratification by the National Executive Board, a firm of chartered accountants for the purpose of auditing all financial operations of the National Union. The auditors of this firm of chartered accountants shall confine themselves to their duties of scrutinizing all the books, vouchers and other documents required for the issuing of an audit certificate;
- (c) inspect all national treasury books, generally supervise union assets, examine expenditures to check whether they are in accordance with the Constitution, resolutions adopted at the National Convention and decisions made by the National Executive Board, including recommendations to undertake research with regard to the investment of union funds;
- (d) inspect accounts and expenditures of all national officers, regional officers and union representatives, also all assets and records of the National Union.
- (e) include in its report statements respecting funds and accounts, number of members in good standing, audited membership, audited check-offs and all other information deemed necessary for a good and sound management of the Union;
- (g) check to determine whether cheques have been issued in payment of incomplete and/or unauthorized expense accounts, to a national officer or a regional officer or a National or Regional Union Representative in violation of sections 7.53 to 7.59 and such cases, if any, shall be reported to the National Executive Board and also appear in its written report to the National Convention;

- (g) prepare a written report on their findings and recommendations to the National Executive Board. Such reports shall be submitted to the members of the National Executive Board at a joint meeting with the National Board of Trustees, for the purposes of explanation, clarification and discussion.

\*4.101 All reports of the National Board of Trustees shall be published in full in the national journal together with replies, comments and clarification made by the National Executive Board, with regard to the recommendations and findings of the National Board of Trustees. The National Secretary-Treasurer shall forward the full report of the National Board of Trustees together with the complete text of replies, comments and clarification of the National Executive Board relating to the recommendations and findings of the National Board of Trustees to each Local within 30 days following presentation of the report to the National Executive Board.

\*4.102 The National Board of Trustees shall submit a signed report together with its recommendations to the National Convention.

\*4.103 The National Board of Trustees may submit resolutions to the National Convention in accordance with the Constitution. Said resolutions shall deal exclusively with the duties and obligations of the National Board of Trustees or relate to the work of the National Board of Trustees.

### **General Duties of Officers**

\*4.104 All officers of the Union shall consider it their particular duty to comply with and implement national policies adopted by the Convention or by the members through referendum vote and the decisions of the National Executive Board.

\*4.105 All resident officers and National Directors shall submit to the membership by way of an article in the national journal, a half-yearly report on their activities and achievements regarding the implementation of national policies.

\*4.106 An application, reply or request to intervene filed by the Union with a Labour Relations Board or a like tribunal, including an application for certification, may be signed on behalf of the Union:

- (a) by the National President, the 1<sup>st</sup> National Vice-President, the National Secretary-Treasurer, the National Grievance Officer, the 3<sup>rd</sup> National Vice-President, a National Director, or
- (b) by any other person authorized from time to time by the National Executive Board.

## **ARTICLE 5**

**Regional Conferences**  
**Regional Executive Committees**  
**Regional Officers, Regional Union Representatives**  
**National Presidents Meetings**  
**Regional Presidents Meetings**

5.01 Each Region shall hold a Regional Conference four to twelve months prior to the National Convention or to the commencement of contract negotiations for a national bargaining unit.

5.02 The National Executive Board shall publish a discussion paper sufficiently far in advance of each Regional Conference to permit locals to hold meetings of at least one day to review and discuss the discussion paper. The time for the meetings is a matter of discussion for the National Executive Board. The costs of these local meetings shall be the responsibility of each Local.

5.03 Locals gathered together in regular meetings shall consider the National Executive Board's discussion paper, adopt resolutions pursuant thereto and convey said resolutions to Pre-Convention Regional Conferences, to the National Convention or to the National Executive Board as the case may be, forwarding a copy to the National Director of the region concerned when a resolution is not intended for a Regional Conference

Locals shall forward to the office of the National Director of their region, the resolutions they wish to submit to a Regional Conference, at least 45 days prior to the date said Conference is to start.

### **Representation at Regional Conferences**

5.04 Attendance at Regional Conferences shall be on the following basis: a Local shall be entitled to one delegate for up to 50 members, two delegates for 51 to 100 members and one additional delegate for each additional 50 members, up to a maximum of 20 delegates for 1,000 members, and thereafter one additional delegate for each 75 members.

5.05 The criteria for selecting delegations referred to in section 5.04 are established as follows:

Determine the number of delegates from Locals to Regional Conferences, based on the last day of the third month prior to the Regional Conference, calculated on the number of membership cards on file at the National Office, plus the number of membership cards processed by the Local whose information has been forwarded, as prescribed, to the National Office, less the number of members who have left the Local and/or the bargaining unit.

5.06 All resolutions submitted for consideration at a Regional Conference shall reach the National Director at least 45 days prior to the Conferences and the National Director shall forward copies of the resolutions to all delegates, together with an agenda for the Conference, at least two weeks prior to the opening of said Conference.

The Regional Executive Committee shall have the right to submit resolutions to Regional Conferences.

5.07 The National Director shall, in conjunction with officers of the Regional Executive Committee and Regional Union Representatives, form a Regional Resolutions Committee composed of regional officers, Regional Union Representatives, full-time officers of Locals in the region and eight local officers of eight different Locals selected by the Regional Executive Committee. The National Director shall be responsible for said Committee and ensure that it is gender balanced.

The mandate of the Regional Resolutions Committee is of the same duration as that of the national officers.

5.08 Should any member of the Regional Resolutions Committee be unable to attend the meeting, the National Director together with the other members of the Regional Executive Committee, may appoint an alternate to achieve the required representation on the Committee.

5.09 The National Union shall pay lost wages to the non-full-time local officers of the Regional Resolutions Committees for the period of time they are required to participate in the pre-conference committee meetings.

5.10 The Regional Resolutions Committee shall meet prior to the Regional Conference in order to review all resolutions submitted, group them by subject matter or amalgamate them according to the intent of such resolutions, shall draft the text, make any modifications required for concordance purposes and determine the order of presentation to the Regional Conference.

5.11 The National Director or his/her designated alternate from the Regional Executive Committee shall preside over Regional Conferences and shall have the right to vote.

He/She shall appoint a Sergeant-at-Arms who shall be on duty prior to the arrival of the delegates at the Conference.

5.12 All regional officers and Regional Union Representatives shall attend Regional Conferences and have the right to vote.

The delegation attending Regional Conferences shall be as specified in section 5.04

5.13 The National Director or his/her designated alternate shall, no later than 45 days following each meeting, submit to the National Secretary-Treasurer a detailed report of delegates expenses and any other disbursements, accompanied by vouchers.



## **Regional Executive Committee**

5.14 There shall be in each region a Regional Executive Committee composed of:

- (a) the National Director of the region;
- (b) the Regional Education and Organization Officer;
- (c) the Regional Grievance Officer.

The Regional Executive Committee shall ensure the writing of grievances for all Locals except for those who have at least one full-time officer and those that the Regional Executive Committee considers able to take care of the writing of their grievances. In the case of a national bargaining unit, it shall also handle the grievances beginning at the second level. Furthermore, it shall see to arbitration.

The Regional Executive Committee shall, under the direction of the National Executive Board, train and educate union representatives and full-time local officers to deal with arbitration, appeals, claims for Workers' Compensation and Employment Insurance, as well as all other services for the well-being of the members in accordance with the principles defended by the Union.

5.15 The Regional Executive Committee shall have the responsibility of establishing a communications network between the regional office and the Locals during a dispute and to assist Locals in the preparation and implementation of strike structures. It shall be responsible for soliciting from the field regular reports on the progress of the strike and activities of the Locals. All relevant information shall be communicated to all Locals in the region and shall include membership activities and support received from other organizations.

5.16 The duties of the Regional Executive Committee shall be to:

- (a) promote the National Union Education Program at the regional level in conjunction with the 2<sup>nd</sup> National Vice-President;
- (b) make recommendations to the National Grievance Officer for referral of certain grievances to arbitration;
- (c) see to the physical organization and preparation of programs for Regional Conference, including preparing an agenda which designates a time for the Women's Caucus meeting;

The Regional Executive Committee shall ensure that equity sessions for men will be scheduled at the same time as the caucus meetings for women. These meetings are to discuss issues such as, but not limited to, racism, sexism, homophobia, transphobia, ableism, violence against women and all forms of violence.

On the recommendation of the Region's representative(s) on the National Women's Committee, the Regional Executive Committee shall hold joint women/men equity sessions regarding women's issues in the Region.

The Regional Executive Committee will set aside space for caucuses at Regional Conferences and education seminars for equity-seeking groups within the Union. Sign language interpretation will be provided if required.

The Regional Executive Committee shall ensure that union offices, workplaces and union events are fully accessible.

- (d) make recommendations to the National Executive Board concerning organization programs, education programs and any other program the object of which is to implement or bring about the implementation of the Constitution, national policies and the decisions of the National Executive Board;
- (e) provide technical services to all Locals concerning compliance with the collective agreement, grievance procedure, national policies relating to union-management meetings, union education, organization in Locals, social services such as assistance to members with problems concerning Employment Insurance, Workers' Compensation, etc., schedule the meetings a minimum of at least once between Conventions to be held in each Local within their region to be attended by a Regional Executive Committee member or a union representative;
- (f) implement mandates received from Regional Conferences in all areas of union activity, provided these mandates are in accordance with the Constitution, national policies and decisions of the National Executive Board;
- (g) promote and defend opinions of the region within the Labour Councils, and the Provincial Federations of Labour, provided these opinions are in agreement with the Constitution, national policies and decisions of the National Executive Board;

- (h) co-ordinate action of Locals so as to ensure the effectiveness of national programs;
- (i) standardize the orientation of the Union in Locals on the basis of the Constitution, national policies, decisions of the National Executive Board and the fundamental objectives of the labour movement;
- (j) explain to the Local any decision to refer or not refer a grievance to arbitration, which was recommended for arbitration by the Local, by sending a copy of the recommendation to the Local;
- (k) standardize orientation of Locals around health and safety, make recommendations to the National Executive Board on health and safety programs and assist Locals in developing their own health and safety programs.
- (l) identify at the beginning of each mandate the Regional Officer or Union Representative responsible for coordinating human rights work between Locals, the representatives on the National Human Rights Committee and the Regional Executive Committee.
- (m) identify at the beginning of each mandate the Regional Officer or Union Representative responsible for coordinating women's equality work between Locals, the representatives on the National Women's Committee and the Regional Executive Committee.

5.17 The Regional Executive Committee shall hold at least one weekly meeting to implement the objectives described above and to settle administrative matters at the regional level. Minutes shall be kept of each meeting and a copy sent to the National President for the information of the National Executive Committee and the National Executive Board.

5.18 Any decision taken by the Regional Executive Committee contrary to the Constitution, national policies or decisions taken by the National Executive Board shall be null and void.

### **Regional Officers**

5.19 The duties of the Regional Education and Organization Officer shall be as follows:

- (a) he/she is a member of the Regional Executive Committee;
- (b) he/she shall promote, organize and give union education in the region in accordance with the programs established by the 2<sup>nd</sup> National Vice-President;
- (c) he/she shall be responsible for organization in the region in conjunction with the 3<sup>rd</sup> National Vice-President;
- (d) he/she shall prepare and submit to the Regional Executive Committee education and organization programs subject to the decisions of the National Executive Board, the Constitution and national policies;

- (e) as required, he/she shall assist the Regional Grievance Officer;
- (f) he/she shall work in conjunction with the National Director and Regional Grievance Officer and in accordance with the directives issued by the National Executive Board, the Constitution and national policies;
- (g) he/she shall take part in the meetings of the Regional and National Presidents Meetings;
- (h) he/she will replace the National Director at National Executive Board meetings, with voice and vote, in the event of the incapacity of the National Director, including all meetings provided for in Article 6;
- (i) work with the National Vice-President responsible for organization in assisting on the coordination of all organizing campaigns within her/his region;
- (j) upon the successful organizing of a bargaining unit, the Regional Education and Organization Officer shall be responsible for ensuring that the workers are brought into the Union structure through meetings and educationals.
- (k) He/She shall keep a database of all courses and the members who attend education courses at the regional and local levels and provide this information to the 2<sup>nd</sup> National Vice-President.
- (l) He/She shall ensure that no member may repeat a course at the national or regional level without his/her consent and that of their Local.

5.20 The duties of the Regional Grievance Officer shall be as follows:

- (a) he/she is a member of the Regional Executive Committee;
- (b) he/she shall take part in the Regional and National Presidents Meetings;
- (c) he/she shall inform the membership and Locals of their rights under the collective agreement and the grievance procedure, through bulletins and shall, on a quarterly basis, publish summaries of significant responses to grievances within the region;
- (d) he/she shall take part in the drafting of grievances for Locals and supply information in this regard according to the needs of the region;
- (e) he/she shall hear grievances, shall be responsible for grievance material, the grievance procedure and for any other procedure pertaining to the protection of the members' rights;
- (f) he/she shall look after obtaining all information concerning technical services to be provided to the Locals and convey information in co-ordination with the National Director, the National Executive Committee and the National Executive Board;
- (g) he/she will replace the National Director at National Executive Board meetings, with voice and vote, in the event the National Director and the Regional Education and Organization Officer are unable to attend;

- (h) he/she shall develop and implement a plan to utilize Worker Advocates;
- (i) he/she shall assist the Regional Union Representatives to present formal arbitration cases to minimize the utilization of lawyers.

5.21 All cheques issued by a region shall bear the signatures of the National Director and another regional officer.

5.22 In the case of a national bargaining unit, pre-negotiation meetings shall be held at the levels of the locals and Regional Conferences. The meetings at the regional level shall be held between the twelfth and the fourth month preceding the beginning of negotiations with the employer. All Locals of the region whose members are included in the bargaining unit may send delegates to this meeting.

### **National Presidents Meeting**

5.23 The National Secretary-Treasurer shall call a meeting of full-time national and regional officers, National and Regional Union Representatives and Presidents and full-time officers of Locals following the signing of a collective agreement for the purpose of standardizing the grievance procedure and the interpretation of the new collective agreement, said meeting to be financed as provided under section 7.42 of the Constitution.



## **Regional Presidents Meetings**

5.24 There shall be two such meetings held between conventions, with the exception of those years requiring a national meeting under section 5.23. One meeting shall be held six to ten months after convention and one shall be held at a time determined by the National Executive Board in order:

- (a) to review collective agreements immediately after ratification and from time to time thereafter to ensure that the interpretation of the Union shall be implemented in a uniform manner;
- (b) to examine the grievances won or lost and make recommendations at the appropriate union level for improving the methods used in defending workers' rights;
- (c) to analyze arbitration awards relating to bargaining units of the Union and compare its record with results obtained by other unions in the Public Service and the private sector, and submitting any recommendation and information to the local union level;
- (d) to report to the appropriate union level with the object of appealing arbitration awards or lodging complaints before the Canada Labour Relations Board;
- (e) review the national organizational program;
- (f) under the direction of the National Grievance Officer, to learn the preparation and hearing of arbitration cases;

- (g) to review the state of the union education in the region, to discuss and review problems and needs of Locals in regard to education and to make recommendations to the appropriate union level;
- (h) to assist the Regional Education and Organization Officer in developing courses, education and material for the Regional Education Seminars;
- (i) to review and discuss health and safety problems within the region and co-ordinate the uniform application of the collective agreement in the area of health and safety;
- (j) to discuss human rights.

5.25 At least one National Executive Committee officer shall be in attendance at such meetings.

5.26 Costs of meetings under section 5.24 shall be paid in accordance with the provisions of section 7.42.

### **\*Regional Social Stewards Conference**

\*5.27 There shall be a Social Stewards Conference organized in each region every four years. The funds needed to hold these meetings will be paid out of the Union's General Fund.

### **\*National Private Sector Conference**

\*5.28 There shall a National Private Sector Conference held twice per mandate, with one member selected from each bargaining unit. Members attending the conference are compensated for their full wages by the National Union.

# ARTICLE 6

## Negotiations

### General Principles

6.01 The prime aim of the Union is to achieve wages and working conditions which meet the requirement of its members. Therefore, the struggle of the members, committees and officers through the negotiations with employers are of top importance to the Union.

The united strength, ability, morale and resources of the Union have no more important target than the gaining, through the negotiating struggle, of the best possible results for its members.

6.02 The National Executive Board shall prepare in advance for engaging a most competent union consultant and/or specialists as considered beneficial for achieving the best possible results.

\*6.03 Sections 6.04 to 6.21 and 7.48 to 7.51 apply only to the Urban Postal Operations and the Rural and Suburban Mail Carriers bargaining units. In cases of the other bargaining units, the National Executive Board shall determine appropriate rules regarding the preparation of union demands, composition of negotiating committees and internal procedure in keeping with the general principles that flow from sections 6.04 to 6.21.

### Preparation of Union Demands

6.04 The National Executive Board shall retain the services of an experienced bilingual negotiator to advise the bargaining team of the Union in the preparation of a draft collective agreement and for the entire duration of negotiations, up to and including ratification of the collective agreement by the members.

6.05 During the period of seven to six months prior to commencing negotiations, the National Executive Board shall convene a meeting of the National Directors who are members of the committee for the preparation of demands. The National President or the designated National Executive Board member shall be present with voice and vote. The consultant and/or other specialists, if any, shall also be in attendance if possible.

6.06 At their first meeting, the National Directors shall discuss the procedure to be followed in drafting the demands of the Union.

6.07 At their first meeting, the National Directors shall elect a secretary who shall prepare a report on the work and recommendations to the National Executive Board.

6.08 The National Directors shall prepare the draft program of the Union's demands based upon the proposals of Locals and regional pre-negotiation meetings and bearing in mind the experience of the officers and union representatives in the application of collective agreements at the local and national levels, as revealed by grievances and adjudication and arbitration awards, the work performed by Regional and National Presidents Meetings and all other factors influencing negotiations.

6.09 The National Directors shall examine all demands duly submitted and shall group them by subject or combine them according to purpose. All demands duly submitted by regional pre-negotiation meetings or Locals which are not carried unanimously by the committee members to be either incorporated in the proposed demands or rejected shall be referred to the National Executive Board. They shall then submit their recommendations to the National Executive Board for ratification, and a program adopted by the National Executive Board shall constitute the Union's program of demands, subject to section 4.02.

## **Composition of the Negotiating Committee**

6.10 The Union Negotiating Committee shall only be composed of:

- (a) a member of the National Executive Board elected by the National Executive Board and who shall act as Chief Negotiator;
- (b) the National Grievance Officer as technical consultant;
- (c) four members in good standing appointed by the National Executive Board. These members will be automatic delegates at the Presidents' meeting they are assigned to attend.

6.11 The National Executive Board shall appoint such members of the Negotiating Committee, taking into account criteria with regard to experience in preparation, hearing and arbitration of grievances and experience relating to any other matter regarding the negotiation of a collective agreement. The Negotiating Committee must be composed of at least one woman, one Francophone and one Anglophone.

The members of the National Negotiating Committee shall go to Ottawa at the time of their appointment prior to commencement of negotiations for orientation and an outline of their responsibilities in the Negotiating Committee.

The Negotiating Committee shall, upon completion of negotiations, put all files in order, review the negotiation process and prepare a report for the next Negotiating Committee.

## **Internal Procedure**

6.12 The Union, in co-operation with the Regional Executive Committees and Local Executive Committees, shall establish an information centre having a bank of information on all matters related to negotiations and it shall send the information to members through bulletins or publications on the progress of negotiations and on motivation for the objectives pursued. These negotiation bulletins are to be prepared at least once per week and are to be made available to all members.

Locals shall forward, among others, the following information to the regional level:

- (1) type of grievance which could influence negotiations;
- (2) interpretation of clauses coming from the employer;
- (3) documentation on the gains achieved by other unions;
- (4) negotiation strategies coming from other unions;
- (5) any documentation relating to the employer's publicity affecting the bargaining unit.

The National Executive Board shall accept no form of moratorium of silence during negotiations.

6.13 The power of the Negotiating Committee shall be limited to negotiating demands as submitted and ratified by the National Executive Board. These demands shall be forwarded to the Locals to be submitted to the members for approval by secret ballot.

6.14 The recommendation of the Negotiating Committee shall be made to the National Executive Board.

6.15 The National Executive Board must send the unresolved demands going to conciliation or mediation to all members for their information.

6.16 The majority and minority reports (if any), along with reasons for asking the members to accept or reject proposed terms of settlement, shall not be voted on but shall be made known to the entire membership by way of bulletins, ratification tabloids or other means prior to the ratification vote.

6.17 Strike votes shall be taken by secret ballot and shall be immediately preceded by a membership information meeting. During negotiations, the National Executive Board shall have a strike mandate when the majority of members voting have approved such mandate. The vote shall be tabulated for the country as a whole. No Local or member of a Local shall release at the local level the results of any votes until after such time as the national results have been released. As provided by the National Executive Board, Locals shall send all ballots used to an independent auditor, once the results have been released by the National Executive Board.

6.18 The ratification of collective agreements shall be achieved by secret ballot and must be immediately preceded by a membership information meeting. A settlement of a negotiating struggle shall be achieved when it is ratified by a majority of the members voting, the votes being tabulated for the country as a whole. No Local or member of a Local shall release at the local level the results of any votes until such time as the national results have been released. As provided for by the National Executive Board, Locals shall send all ballots used to an independent auditor, once the results have been released by the National Executive Board.

No Local shall take any independent votes.

6.19 No change shall be made in the collective agreement after negotiations and, should a correction be needed, such correction is to be submitted for approval by the membership through a referendum vote.

6.20 After demands are ratified, the National Executive Board shall be responsible for sending a package of highlights of the demands with explanations to Labour Councils, union centrals and union headquarters.

6.21 In conjunction with Locals, the National Directors shall be responsible for soliciting support at the outset of negotiations from labour and other supportive groups.

## **ARTICLE 7**

### **Finance**

#### **Fiscal Year and Budget Estimates**

7.01 The fiscal year of the Union shall be from July 1 to June 30 of the following year.

7.02 The National Executive Board shall prepare yearly budget estimates in accordance with the objectives defined by the Convention. Copies of these estimates shall be sent to all Locals not later than 30 days following their adoption.

The budget shall show the figures for the previous 11 months' expenditures with an estimate for the remainder of the fiscal year.



7.03 The National Executive Board shall be exclusively authorized to make any adjustment in the budget estimates during any fiscal year.

7.04 The National Executive Board shall prepare budget estimates to meet all the needs of the membership of each region, to promote the implementation of the Constitution, national policies and decisions of the National Executive Board and more particularly union education, financing of regional office staff, rents, equipment, regional office furniture and supplies. In addition, each member of the National Executive Committee shall be responsible for preparing yearly budget estimates for each area of his/her responsibility, which are to be submitted to the National Executive Board for approval.

The National Executive Board shall not approve budget estimates providing for a deficit.

Elected officers responsible for budgets will be provided training in budget preparation and spending such that they are able to carry out their responsibilities in an accountable and transparent manner.

7.05 The National Executive Board shall take into consideration additional needs in the field of constitutional meetings, etc., for the regions which, because of special and extraordinary circumstances, were not able to hold the meetings provided for under the Constitution during the previous year.

## **Union Dues and Check-off**

7.06 In the case of the bargaining unit of Urban Postal Operations employees of Canada Post Corporation, the monthly union dues for all members and all employees subject to compulsory check-off of union dues shall be 300% of the maximum hourly rate for the lowest classification within the bargaining unit. However, the union dues shall not be less than 300% of the maximum hourly rate of a mail handler.

In the case of other bargaining units, the formula to determine the amount of union dues for each group shall be established by the National Executive Board in accordance with the principles that flow from the preceding paragraph and the Union policies, by taking into account the following factors: the job classification system, the levels of wages, the number of employees in each job category and their rates of pay.

This formula shall be established for each group prior to the application for certification, but within 60 days following the coming into effect of the first collective agreement, the National Executive Board may, notwithstanding section 4.02, modify the formula without a membership vote, but only if the job classification system, the levels of wages or the number of employees in each job category were modified.

7.07 Union dues shall be the same for all members and/or employees, whether they are full-time or part-time employees.

7.08 The amounts collected as union dues shall be reassigned as follows:

- (a) 64% is deposited in the General Fund of the Union;
- (b) 10% is deposited in the Defence Fund;
- (c) 26% is returned to the Local.

In addition to (c) above, locals with 250 members or less shall receive \$250 per month, locals with 251-1,000 members shall receive \$1 per member per month, and Locals with 1,001 members and up shall receive \$1,000 per month.

For the purpose of this section, the amounts collected as union dues do not include the \$2 collected as life insurance premium for the members covered by the postal collective agreement.

7.09 To cover certain requirements, the National Executive Board, by a two-thirds affirmative vote, may levy special assessments on all the members which shall not, however, exceed \$10 in any one year.

7.10 Further to the power granted to it by the preceding section, the National Executive Board may, by a two-thirds affirmative vote, levy a special assessment not exceeding \$5 per month in order to reimburse as soon as possible a loan obtained in accordance with sections 7.11 and 7.12.

### **Borrowing Power**

7.11 The National Executive Board shall have the power to borrow money from time to time in accordance with the provisions of section 7.12.

Such money may be borrowed upon the credit of the Canadian Union of Postal Workers either by way of loans, advances, overdrafts or otherwise and in order to effect any borrowing, the National Executive Board shall have the power to charge, mortgage, hypothecate, or pledge all or any of the currently owned or subsequently acquired real or personal movable or immovable property of the Canadian Union of Postal Workers and to assess a special levy on the membership as authorized in the National Constitution for strike pay purposes to secure any debt, obligation or any money borrowed or other debt or liability of the Canadian Union of Postal Workers.

With the authority of two thirds of the members of the National Executive Board, the Board may from time to time delegate to any two of the National President, 1<sup>st</sup> National Vice-President or National Secretary-Treasurer, all or any of the powers conferred on the National Executive Board above, to the extent and in such manner as the National Executive Board shall determine at the time of each such delegation. For such purposes, the persons to whom such authority has been delegated shall have the rights, power and authority to execute such document or documents as may be required to give effect thereto.

7.12 The power of the National Executive Board to borrow money as provided for in the preceding section shall only be exercised in the following cases and under the following conditions:

- (a) a loan shall be obtained only in accordance with the Constitution for the purpose of providing strike pay during a dispute;
- (b) the decision to obtain a loan must be approved by two thirds of the members of the National Executive Board;

- (c) the amount of the loan obtained shall not exceed the amount needed to provide strike pay to all members on strike for eight additional weeks;
- (d) a loan can also be obtained to finance the purchase, maintenance, repair or restoration of real property.

## **Union Funds**

7.13 The amounts of money collected by the Union shall be deposited in one of the following three accounts:

- (a) General Fund;
- (b) Defence Fund;
- (c) Reserve Fund.

All monies in each of these accounts shall be deposited in a bank (and/or other financial institution) and/or invested in accordance with the laws of the provinces dealing with the investment of monies by trustees, the whole as determined and decided from time to time by the National Executive Board.

7.14 The union funds must be used for union purposes only.

## **General Fund**

7.15 The General Fund shall be used to pay salaries and various expenses incurred by the Union in accordance with the Constitution, Convention decisions, decisions taken through referendum votes, decisions of the National Executive Board and the National Executive Committee.

## **Reserve Fund**

7.16 The Reserve Fund shall be used to supplement the General Fund as required for any expenses not provided for in the budget or whenever additional administrative expenses are incurred following a labour dispute or in any other emergency situation.

7.17 The Reserve Fund shall be comprised of the monthly deposit of 5% of all revenue deposited in the General Fund.

An amount equal to half of the Reserve Fund deposits (or 2.5% of the revenue deposited in the General Fund) shall be set aside on a monthly basis to create a fund to finance external organizing.

7.18 At the end of a fiscal year, any surplus left in the General Fund may be transferred to the Reserve Fund if such surplus is not required for the next fiscal year. This decision shall require approval by two thirds of the members of the National Executive Board.

7.19 Any withdrawal from the Reserve Fund shall require the approval of two thirds of the members of the National Executive Board.

## **Defence Fund**

7.20 The Defence Fund shall be used exclusively to provide strike pay to the members during a general labour dispute.

The National Executive Board may approve relief payments to members who are disciplined for participating in activities or collective actions during collective bargaining.

The relief payment shall be set by the National Executive Board based on the number of days of lost wages and reimbursed to the Union in direct relation to any adjustment in the disciplinary measure.

\* Notwithstanding the above, until the 2023 National Convention, if, at the end of a fiscal year, there is a deficit in the General Fund, an amount equivalent to this deficit shall be transferred from the Defence Fund into the General Fund, such amount, however, not to exceed the amount transferred to the Defence Fund for the fiscal year in question. If, at the end of a fiscal year, there is a surplus in the General Fund, it will be transferred into the Defence Fund.

The Defence Fund shall also be used to cover defence expenses arising from a general labour dispute as the result of action taken against a member or members, provided the Local concerned has consulted with and received prior approval from the National Executive Board by a majority of those members, in advance of the expenditure.

7.21 The interest or bonuses from investments of funds from the Defence Fund shall be deposited in the Defence Fund.

7.22 Readmittance fees collected from a former member shall be deposited in the Defence Fund. The same shall apply to any financial assistance received from other unions and from any other source during a general labour dispute in a bargaining unit.

7.23 All members shall take part in picketing and/or structures and committees, established during a general labour dispute in their bargaining unit, in accordance with the conditions imposed by the Local and the National Executive Board.

A member shall be entitled to strike pay in accordance with section 7.24 if she or he participates in the activities described hereinabove.

7.24 Subject to the availability of funds, strike pay in the minimal amount of \$200 shall be paid to the member for each week of a strike.

The National Executive Board may, by a majority of two thirds, determine a higher amount if circumstances warrant it.

For the purposes of this section, "week" shall mean each period of seven days or more during which the Local is on strike during five days and "strike" includes "lockout".

The strike pay shall be paid at the beginning of the week following the period referred to hereinabove.

7.25 The amount of strike pay shall be equal for all members of the Union in the bargaining unit concerned.

7.26 A member shall maintain his/her entitlement to strike pay provided he/she continues to take part in the activities of the general labour dispute for the duration of the dispute.

There shall be no local strike pay of any kind.

7.27 For the purposes of verification all Locals shall issue strike pay by cheque.

7.28 Any withdrawal from the Defence Fund shall require the approval of two thirds of the members of the National Executive Board.



## Wages

7.29 The salary for the National President shall be established and maintained at a rate equal to 1.36 times the maximum PO5 rate under the Canada Post collective agreement.

Based on the salary of the National President, other National Officers shall receive \$2,000 less; Regional Officers shall receive \$4,000 less; Union Representatives shall receive \$6,000 less.

\* Salaries on May 17, 2019 are as follows:

National President	\$75, 944.68
1 <sup>st</sup> National Vice-President	\$73, 944.68
National Secretary-Treasurer	\$73,944.68
National Grievance Officer	\$73, 944.68
2 <sup>nd</sup> National Vice-President	\$73, 944.68
3 <sup>rd</sup> National Vice-President	\$73, 944.68
4 <sup>th</sup> National Vice-President	\$73, 944.68
National Directors	\$73, 944.68
Regional Officers	\$71, 944.68
Union Representatives	\$69, 944.68

Officers and Union Representatives shall be entitled to longevity pay as provided for in the collective agreement of Urban Postal Operations employees.

7.30 The annual salary provided for above is divided and paid over 26 pay periods. No salary shall, however, be paid during the whole period of a general strike.

7.31 National and regional officers and union representatives shall be required to work regular hours, days and schedules that are not subject to the provisions of collective agreements covering the members. Accordingly, no additional pay shall be provided for overtime worked on a holiday, during annual leave, special leave, court leave, Saturday or Sunday, and no leave or time off shall be provided to compensate for such overtime.

## **Benefits**

7.32 Subject to the provisions of this article, national and regional officers and union representatives shall have the same benefits as those provided for in the collective agreement of Urban Postal Operations employees of Canada Post Corporation with regard to statutory holidays, annual leave, leave for parental rights, all special leave and court leave.

7.33 The share payable by the employer in respect to a retirement plan, death benefit, disability insurance and any other plans as negotiated within the collective agreement of the bargaining unit of the officer or union representative shall be taken upon by the Union. The employee's share shall be paid by the officer or union representative concerned.

The Union shall ensure extended health benefit coverage as provided for in the Urban Operations collective agreement for those Officers and Union Representatives who do not have this coverage.

In the case of an officer or union representative who is not participating in the pension plan of the members, the Union shall pay directly to the officer or union representative concerned an amount equal to the contribution of the employer for an employee earning the maximum salary of the lowest classification within the bargaining unit. This amount is paid once a year in a lump sum.

7.34 As they are participants in the Workers' Compensation Plan of their province, officers and union representatives shall, in case of injury on duty, receive from the Union the difference between compensation payments and their salary, provided the Workers' Compensation Board of the province recognizes that the injury occurred while on duty.

7.35 National and regional officers and union representatives shall be entitled to the same benefits with regard to sick leave as those provided under the collective agreement of Urban Postal Operations employees of Canada Post Corporation. They shall be covered by salary insurance and when their sick leave credits are exhausted, they shall get the benefit of the salary insurance.

The National Secretary-Treasurer shall be responsible for keeping a record of these leave credits.

7.36 Accumulated and unused sick leave credits shall not be payable upon termination of employment. They shall however be credited to the person concerned if, within three months following termination of employment, such person is elected or appointed to a national or regional position in the Union. In such case, the conditions provided for under the collective agreement covering the members shall apply.

Sick leave credits shall become payable if such a benefit is granted under the collective agreement covering the members. The conditions and terms provided for under the collective agreement shall then apply.

Effective May 1, 1983, sick leave credits remain on a national and regional officer and union representative's account on termination of employment with the Union in the event the person concerned is re-elected or appointed to a position within the Union.

Effective May 1, 1983, sick leave credits shall be credited to the person concerned if he/she returns as a member of the bargaining unit for which the Union is certified. If this officer is still in the bargaining unit, his/her credits can be drawn upon in the future, if the officer becomes ill and does not have sufficient sick leave credits accumulated with the employer to cover his/her time off.

7.37 The National Executive Board shall, insofar as possible, require national and regional officers and union representatives to use their annual leave credits. To this end, the National Executive Board shall establish a schedule of annual leave periods, ensuring that the services to the membership are maintained.

7.38 At the end of a fiscal year, the National Executive Board shall review the reasons that prevented an officer or a union representative from using his/her annual leave credits. The National Executive Board may request the officer or the union representative to provide a written and detailed report of the activities that prevented him/her from taking his/her annual leave.

When the National Executive Board finds that the reasons given are founded, the unused annual leave credits shall be paid in cash at the beginning of the new fiscal year.

When the National Executive Board finds that the reasons given are not founded, it shall compel the officer or the union representative to take his/her unused annual leave in accordance with a schedule that the National Executive Board shall establish while ensuring that the services to the membership are maintained.

7.39 The Union shall pay, upon presentation of a bill from an accredited moving firm, moving expenses actually incurred by a national or regional officer or a union representative who, upon taking office, is required to move. The same benefit shall apply when the officer or union representative leaves his/her position, in order to enable him/her to establish residence at the location of his/her choice in Canada.

An outgoing officer or union representative may move at a date later than his/her termination of employment with the Union, providing that the moving date is established at the time of his/her termination with the Union. In any event, this moving date cannot be later than one year after the termination with the Union.

7.40 When a national officer, a regional officer or a union representative takes office and has to move, the National Executive Board may, during one month or twenty working days, place an apartment at his/her disposal and give him/her the allowance provided for in section 7.49.

The National Executive Board may, if the situation warrants it, extend the application of these provisions for a period not to exceed three months or sixty working days, as the case may be.

7.41 When a national or regional officer or a union representative terminates his/her employment with the Union, the Union:

- (a) shall pay his/her salary for 20 working days following, as the case may be, the period provided for in section 12.02;

- (b) may, by decision of the National Executive Board, give him/her the allowance provided for in section 7.49 during one month or twenty working days if he/she has to move and special circumstances warrant it. The National Executive Board may, if the situation warrants it, extend the application of these provisions for a period not to exceed three months or sixty working days, as the case may be.
- (c) this section does not apply to members who have to take leave without pay from Canada Post to act as negotiators or to members who are hired on a temporary basis.

### **Allowances**

\*7.42 Effective July 1, 2019, national and regional officers, union representatives and delegates who attend union activities with the authorization of the Union, shall receive the following per diem allowances, provided they fully participate in these activities:

Breakfast	\$16.03
Lunch	\$16.03
Dinner	\$32.17

\* They shall be reimbursed the actual cost (including the applicable taxes) of the accommodations up to a daily maximum of \$187.32, if a hotel room is actually used and upon submission of the receipts. Costs exceeding this amount shall only be reimbursed upon approval by the National Executive Committee. The National Secretary-Treasurer may authorize the payment of hotel bills after the fact in emergency situations.

\* Effective July 1, 2020, national and regional officers, union representatives and delegates who attend union activities with the authorization of the Union, shall receive the following per diem allowances, provided they fully participate in these activities:

Breakfast	\$18.00
Lunch	\$20.00
Dinner	\$34.00

Wherever possible, the Union shall attempt to negotiate group rates and arrange for direct billing to the Union. The National Secretary-Treasurer or other officers designated by the National Executive Board will establish a list of unionized hotels which are to be used and, where possible, the National Executive Board shall take into consideration members' preferences in regards to sharing rooms. However, no member shall be required to share a room.

These allowances, including the figure for the accommodations, are adjusted yearly pursuant to section 7.62.

Those who have to travel shall in addition receive an air, train or bus ticket according to the decision of the National Secretary-Treasurer. If another mode of transportation is used, they shall receive an amount equivalent to a bus or train ticket, whichever is the greater.

Where appropriate, the National Secretary-Treasurer may authorize and pay for a mode of travel other than a bus or train ticket.

Any delegate to a national or regional function who is not entitled to accommodation shall be provided on request with safe transportation, e.g. taxi home, when he/she participates in any evening activities, which are part of his/her responsibilities.

\* When required to travel internationally, the per diem set out in section 7.42 shall be reviewed by the National Secretary-Treasurer and the Director of Finance and Administration prior to the departure. These per diems shall be reimbursed at a rate equal to that country's currency, taking into consideration the location of the events and availability of meals.

7.43 The Union, through the National Executive Board, shall purchase an automobile for the National Office and one for each Regional Office. These automobiles shall be at the disposal of the officers and union representatives of the office concerned.

These automobiles must be used strictly for Union business and shall not, under any circumstances, be used for personal reasons.

7.44 A national or regional officer or a union representative who uses his/her personal car for union purposes shall be entitled to an allowance of 37¢ for each kilometre travelled under the following conditions:

- (a) when this form of transportation shall be deemed to be preferable considering the time factor and costs;
- (b) prior authorization has been secured, in accordance with sections 7.53 to 7.56;
- (c) the expense account shall indicate the point of departure, destination and kilometres travelled.

7.45 Delegates should not incur loss of wages by virtue of their attendance at the National Convention, including travel to and from.



Where possible, delegates are to use collective agreement provisions permitting the member to remain on the employer's payroll.

Part-time and temporary workers shall be paid the daily equivalent received by full-time workers in their respective classification.

When a delegate must take unpaid leave to attend convention, or has been fired or suspended coincident with convention, he/she shall be paid his/her lost wages based on his/her entitlements under his/her collective agreement. The National Director, subject to the approval of the National Executive Board, shall authorize such claims after examining the facts.

7.46 The Union shall pay the cost of rooms, meals and transportation in accordance with criteria established by the National Executive Board with regard to Union Education Seminars.

The National Executive Board shall be responsible for negotiating arrangements with a completely unionized hotel in order to get group prices for rooms and meals for delegates, according to criteria defined in respect to Union Education Seminars.

If the Union cannot make arrangements, the delegate will receive meal allowances in accordance with section 7.42.

7.47 Locals shall not pay any special allowance in any form whatsoever nor pay wages to official delegates attending the Convention.

The National Executive Board shall withhold local rebates from Locals who fail to comply with the provisions of the previous paragraph.

\*7.48 A member who is called upon to act on a negotiating committee and who is on full-time leave for this purpose, and members who are working for the Union on a temporary basis for a period of more than three months, shall receive the same salary and benefits as a union representative.

If he/she is already receiving a higher salary from a Local or from the Union, he/she shall continue to receive such salary.

In the case of a member who is called upon to act on a negotiating committee and who is not on full-time leave, the National Executive Board shall determine the salary and other benefits to which he/she is entitled.

\*7.49 Where necessary, the Union shall rent an apartment for each member of a negotiating committee and for members who are working for the Union on a temporary basis for a period of more than three months. The Union shall pay him/her a per diem allowance representing fifty percent (50%) of the allowances in section 7.42. If the members are authorized to attend or participate in other Union activities during the same period, the per diem in section 7.42 will apply to those times. This allowance is adjusted yearly pursuant to section 7.62.

\*7.50 Where applicable, members of a negotiating committee shall receive a return transportation ticket to their place of residence once every three weeks and may use National Office telephones to contact their family. Any time spent travelling by negotiators to their home for the visit shall be deemed as work time.

7.51 Allowances for hotel rooms and meals provided for in section 7.42 do not apply in the case of members of a negotiating committee.

## **Authorization of Expenses**

7.52 Any expenditure in excess of \$1,000 which is not authorized in an explicit or implicit manner by the Constitution shall require the approval of the Convention or that of the members through a referendum vote.

Any expenditure not provided for in the budget estimates or any expenditure which would result in costs over and above the budgeted projections must be approved by the National Executive Board before being committed. If approval is given, the Reserve Fund shall then be used in accordance with section 7.16.

Any expenditure which would result in costs over and above the budgeted projections must be approved by the National Executive Board before being implemented.

7.53 Expenses incurred on behalf of the Union by a member of the National Executive Committee and payment of his/her expenses and transportation allowances provided for under section 7.42 shall be authorized by two other members of the National Executive Committee.

7.54 Expenses incurred on behalf of the Union by a union representative assigned to the National Office and the payment of his/her expenses and transportation allowances provided under section 7.42 shall be authorized by two members of the National Executive Committee.

7.55 Expenses incurred on behalf of the Union by a National Director and the payment of his/her expenses and transportation allowances provided under section 7.42 shall be authorized by the National President or the 1<sup>st</sup> National Vice-President and the National Secretary-Treasurer.

7.56 Expenses incurred on behalf of the Union by regional officers and union representatives assigned to a Regional Office as well as the payment to them of expenses and transportation expenses provided under section 7.42 shall be authorized by the National Director of the region and the National Secretary-Treasurer.

7.57 National Directors, subject to the approval of the National Executive Board, shall be authorized to spend up to \$10,000 per fiscal year to reimburse delegates who are required to take leave without pay for the purpose of travelling to attend meetings provided for under the National Constitution or meetings of Labour Councils and Federations of Labour.

Up to \$25,000 nationally may be used annually to reimburse lost wages to delegates from those Locals which require extra funding to meet the level of activity in that Local for their participation in constitutional meetings of the Union other than local meetings, and their participation in meetings of Labour Councils and Federations of Labour. The National Executive Board may authorize such reimbursement on recommendation from the Regional Executive Committee, taking into account the participation of the Local in Union events and the financial status of the Local.

7.58 In order to assist CUPW women in participating in trade union education, conferences and seminars for women, and forums sponsored by women's organizations, National Directors, subject to the approval of the National Executive Board, shall be authorized to spend up to \$10,000 per fiscal year to reimburse delegates, approved by their Local, to pay travel expenses, accommodation, per diem, registration fees, lost wages and child care. The recommendation of the National Director shall take into consideration the financial status of the Local and the need to increase the level of women's participation.

All monies not spent from 7.58 shall be reinvested in the regions to assist in organizing activities authorized by the representatives of the region on the National Women's Committee upon the recommendation of the National Director, subject to the approval of the National Executive Board.

The accumulated amounts are subject to a limit of \$40,000. Unused amounts exceeding \$40,000 shall be returned to the General Fund.

\*7.59 In order to assist CUPW people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ) in participating in trade union education, conferences and seminars for equity seeking groups and forums sponsored by human rights organizations, National Directors, subject to the approval of the National Executive Board, shall be authorized to spend up to \$10,000 per fiscal year to reimburse delegates, approved by their Local, to pay travel expenses, accommodation, per diem, registration fees, lost wages, child care and ASL and LSQ interpretation.

\* The recommendation of the National Director shall take into consideration the financial status of the Local and the need to increase the level of people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ) member's participation.

All monies not spent from 7.59 shall be reinvested in the regions to assist in organizing activities authorized by the representatives of the region on the Human Rights Committee upon the recommendation of the National Director, subject to the approval of the National Executive Board.

The accumulated amounts are subject to a limit of \$40,000. Unused amounts exceeding \$40,000 shall be returned to the General Fund.

### **Non-Payment in Case of Labour Dispute**

\*7.60 During a general labour dispute of Urban Postal Operations or RSMC employees of Canada Post Corporation, no salary or allowance in lieu of salary shall be paid by the Union or a Local to a member of this unit holding office in the Union or a Local.

Such a member shall however receive strike pay if the conditions provided for have been met.

Expenses and transportation allowances provided by the Union or a Local shall however be paid subject to normal conditions, if the member participates in the dispute and if expenses have really been incurred.

7.61 During a general labour dispute of members of another bargaining unit, the National Executive Board shall determine if a rule similar to that provided for in section 7.60 shall apply and to what extent.

### **Other Provisions**

7.62 The allowance provided for in sections 7.40, 7.41, 7.42, 7.44 and 7.49 shall be increased as of July 1 of each year by a percentage equal to that of the increase in the Consumer Price Index, Canada all items, from the month of June of the preceding year to the month of June of the current year.

7.63 The National Director, subject to the approval of the National Executive Board, shall arrange for on-site child care, or shall authorize reimbursement of on-site and/or off-site child care expenses for delegates, officers and union representatives attending Regional Conferences, Regional Education Seminars, National Convention or any other meetings held pursuant to this Constitution other than local meetings. This reimbursement shall be up to a maximum of \$100 per family per day or up to a maximum of \$115 per family per day for the off-site care of children or dependants with special needs.

The National Director, subject to approval of the National Executive Board, shall authorize reimbursement of expenses for off-site elder care for delegates, officers and union representatives attending Regional Conferences, Regional Education Seminars, National Conventions or any other meetings held pursuant to this Constitution other than local meetings. This reimbursement shall be up to a maximum of \$115 per family per day.

For further clarification, parents, grandparents and elder relatives requiring the member's assistance in day-to-day living may be eligible.

These provisions shall apply provided seven days' notice is given to the Union, and in the case of reimbursement of delegates, upon presentation of appropriate vouchers or receipts in order to verify the use of such services. If the appropriate vouchers or receipts have been provided to the National Director at least two weeks in advance of the union function, the reimbursement shall be provided at the same time as the per diem cheques. The National Secretary-Treasurer shall ensure that the Union and its officers are protected against any legal actions that may arise as the result of these services offered by the Union.

7.64 Participants, including part-time and temporary members, who participate in a Union Education Seminar financed under the Union Education Fund shall be reimbursed wages, equal to that of a full-time employee in their classification, up to a maximum of eight hours per day and five days per week.

Notwithstanding the above, locals shall be responsible for reimbursing wages for spring and fall education seminars financed under the Union Education Fund.

7.65 The National Executive Board may approve additional funding to locals to assist in the representation of the RSMC members. Locals must meet the established funding criteria.

### **Other Provisions - Real Property**

7.66 The Union can purchase, transfer, sell and mortgage real property. The real property of the Union may be held and administered by the Union or by a building corporation or a trusteeship as determined by the National Executive Board. However, all real property shall at all times be used, administered, transferred, mortgaged and sold as decided and directed by the National Executive Board.

All future building purchases and lease commitments will address accessibility issues so that union offices are fully accessible.



## ARTICLE 8

### Conflict Resolution and Discipline

8.01 Where two or more members wish to resolve conflict between them, they will have access to alternative conflict resolution processes.

Training in alternative conflict resolution processes is mandatory for the leadership at the Local, Regional and National levels.

Conflict Committees established at the three levels are mandated to assist members involved in conflict situations, at the appropriate level, prior to charges being pursued in the disciplinary process.

Each Region shall have a four-member Conflict Resolution Committee, as chosen by the Regional Executive Committee, to be responsible for any issues arising within Locals dealing with Conflict Resolution:

- (a) This committee will be under the direction of the Regional Executive Committee.
- (b) These committee members will be trained at the beginning of a mandate with all associated training costs borne by the National Union.
- (c) If a Local, or Locals, wishes to utilize the services of a member, or members, of this committee they shall contact the National Director who will then contact a member or members of the committee to meet with the Local, or Locals, involved to determine the best course of action.

- (d) All costs associated with this will be borne by the Local, or Locals, involved, including but not limited to, lost wages, travel, per diem and accommodations.
- (e) Any Local without sufficient Local funds may apply to the National Executive Board for assistance. This funding is subject to approval by the National Executive Board and shall not be unreasonably withheld. This funding is to come from the General Fund.

A three-member committee shall be appointed nationally by the National Executive Board to deal with issues arising out of national and regional offices.

Any delays created in attempting alternative conflict resolution automatically extend the time limits provided for in the disciplinary process.

## **Offences and Penalties**

8.02 Penalties may be imposed on a member or officer of the Union or Local if he/she committed any of the following offences:

- (a) if he/she did not comply with the provisions of the present Constitution or the by-laws of his/her Local;
- (b) if he/she did not comply with the policies of the Union;
- (c) if he/she committed a fraudulent or dishonest act against the Union or against a Local;
- (d) if he/she engaged in raiding against the Union or in activities whose purpose or effect is to incite the withdrawal of a member or Local;

- (e) if he/she impeded or acted in opposition to a strike or any other collective action of the Union;
- (f) if his/her conduct was detrimental to the welfare or interests of the Union or its members.

Without limiting the general character of the aforesaid offences, the following actions are among others regarded as offences:

- (1) having obtained membership through fraudulent means or misrepresentation;
- (2) having worked in the interest of any organization competing with the Union in a manner which is detrimental to the Union;
- (3) having fraudulently received or misappropriated any assets or money belonging to the Union;
- (4) upon his/her retirement as an officer, having failed to turn over to his/her successor all documents which belong to the Union or to the Local;
- (5) having published or circulated, either verbally or otherwise, false reports or misrepresentation concerning any member or officer of the Union in respect of any matter connected with the affairs of the Union or the Local;
- (6) having used, without authority, the name of the Union or of a Local for soliciting funds or advertising;

- (7) having furnished without receiving proper authority to do so, a complete or partial list of the membership of the Union to any person or persons other than those whose official position entitles them to have such a list;
- (8) having interfered with any officer or accredited representative of the Union in the discharge of his/her legitimate duties;
- (9) having published or circulated either verbally or otherwise, reports which were designed or calculated to injure or weaken the Union;
- (10) having crossed any picket line duly authorized or established by the Union;
- (11) having accepted to work under conditions contrary to those set forth in the collective agreement;
- (12) having refused to comply with a constitutional order of the National President, National Executive Board or National Executive Committee.

8.03 The following penalties may be imposed on a member or officer of the Union or Local:

- (a) written reprimand;
- (b) suspension from office for a specified period of time;
- (c) removal from office;
- (d) withdrawal of the right to hold office in the Union or Local for a specified period of time;

- (e) suspension from membership for a specified period of time;
- (f) expulsion from the Union.

8.04 The aforesaid penalties may only be enacted pursuant to the rules and procedures laid down in the following sections.

## **Constitution of Disciplinary Committees**

### **A. Regional Disciplinary Committee**

8.05 There shall be a three-member Regional Disciplinary Committee constituted at each region's Pre-Convention Regional Conference.

8.06 The members of the Regional Disciplinary Committee shall be elected from amongst the members of the region and by the delegates of the region. They shall hold office until the following Convention. The Committee shall select a Chairperson from among its members.

8.07 The delegates of the region shall also elect three members of the region to act as alternates until the following Convention. The order in which the alternates will be called to act will be in accordance with the number of votes received.

8.08 If a member of the Regional Disciplinary Committee resigns or cannot act, he/she is replaced by an alternate who shall act until the end of the term or temporarily, as the case may be. In the event that a vacancy occurs for an alternate position, such position shall be filled by election at the following Regional Conference.

## **B. National Disciplinary Committee**

8.09 The Union shall set up a National Disciplinary Committee.

8.10 One member and one alternate shall be elected per region by the Pre-Convention Regional Conference. The election is carried out in the same way as the election of the National Director of the region. If a member resigns or cannot act, he/she is replaced by his/her alternate. Should the alternate then resign or not be able to act, the National Executive Board, on the recommendation of the National Director of the region, appoints a person to act until the end of the term or to act temporarily, as the case may be.

8.11 The Chairperson of the National Disciplinary Committee is appointed by the National Executive Board and chosen from the elected members of the National Disciplinary Committee. If the office becomes vacant or if this member of the National Disciplinary Committee cannot act, the National Executive Board shall appoint another person to finish the term, or to act temporarily, as the case may be.

### **General Rules Concerning Charges**

8.12 Subject to the other provisions of this article, any member in good standing who considers that another member, officer or union representative has committed an offence pursuant to section 8.02 may lay a charge against this member, officer or union representative. The National Executive Board, the National Executive Committee, a Regional Conference, a Local and the Local Executive Committee may also lay a charge against a member, an officer or a union representative.

8.13 No charge can be laid later than 90 days after the day the member who is filing the charge became aware of the offence.

8.14 No charge can be laid against a National Director, a regional officer, a Regional Union Representative or a trustee unless it has been authorized:

- (a) by two thirds of the members of the National Executive Board, or
- (b) by fifty per cent of the Locals of the Union, or
- (c) by Locals grouping at least fifty per cent of the members of the Union, or
- (d) by fifty per cent of Locals of the region represented by the National Director, the regional officer, Regional Union Representative or the trustee involved, or
- (e) by Locals grouping at least fifty per cent of the members of the region represented by the National Director, the regional officer, the Regional Union Representative or the trustee involved.

8.15 No charge can be laid against a resident national officer unless it has been authorized:

- (a) by two thirds of the members of the National Executive Board, or
- (b) by fifty per cent of the Locals of the Union, or
- (c) by Locals grouping at least fifty per cent of the Union members.

8.16 The charge shall be submitted in writing and shall contain the facts on which said charges are being laid. It must be signed by the plaintiff when it is a person or accompanied by a resolution authorizing the charge when it is being laid by a board, a committee, a conference or a Local.

8.17 Any charge laid against a resident national officer shall be heard by the National Disciplinary Committee.

8.18 Any charge laid against a National Director, a regional officer, Regional Union Representative or a trustee shall be heard by the Regional Disciplinary Committee in the region of the accused.

8.19 A charge laid against a member or an officer of a Local shall be heard:

- (a) by the Regional Disciplinary Committee in the applicable region;
- (b) by the Regional Disciplinary Committee in the region of the accused in all other cases.

### **General Rules Concerning Proceedings Before A Disciplinary Committee**

8.20 On receipt of the charge, a Disciplinary Committee shall convene a hearing as soon as possible and the plaintiff and accused shall be given not less than seven days written notice of the date and place of the hearing.



8.21 The Disciplinary Committee shall proceed to hear the charge with impartiality and equity and it shall give the accused and the plaintiff the opportunity to present evidence and arguments. It shall moreover:

- (a) allow the accused and the plaintiff to be represented by an attorney or counsel of his/her own choosing;
- (b) allow each party to cross-examine the witnesses produced by the adversary;
- (c) maintain order during the hearing.

8.22 In every case the onus of proof shall be upon the plaintiff and he/she shall present his/her evidence first.

8.23 The Disciplinary Committee shall determine its own rules of procedure for the hearing and may in particular:

- (a) decide where the hearing will be held;
- (b) refuse any person who is not implicated, the right to attend the hearing;
- (c) grant postponements and adjournments;
- (d) intervene in the proceedings and ask questions of the witnesses;
- (e) proceed in the absence of the plaintiff or of the accused if they have been duly notified that the hearing was to be held.

8.24 If the Disciplinary Committee comes to the conclusion that the accused is guilty of the offence as charged, it shall decide on the penalty to be imposed.

8.25 The decision shall be rendered in writing within 30 days from the date of the hearing inasmuch as possible. The written decision will be forwarded to the accused, the plaintiff, the Secretary-Treasurer of the Local of the accused and to the National Secretary-Treasurer. The record of hearing is also to be forwarded to the National Secretary-Treasurer.

8.26 Any penalty order shall be enforced as soon as the time allowed for making an appeal has expired. However, if an appeal is lodged the enforcement of the penalty is suspended until the decision on the appeal is delivered or the appeal is withdrawn as the case may be.

### **Special Rules Concerning Proceedings at the Regional Level**

8.27 Any charge to be heard by a Regional Disciplinary Committee shall be filed with the National Secretary-Treasurer. On receipt of the charge, the National Secretary-Treasurer shall immediately forward a copy to the accused and to the Local Secretary Treasurer. The National Secretary-Treasurer shall immediately forward the charge to the members of the appropriate Regional Disciplinary Committee.

8.28 When the decision of the Regional Disciplinary Committee is rendered, the accused and the plaintiff may appeal to the Appeal Board.

8.29 A charge laid against a National Director, regional officer, Regional Union Representative or a trustee shall be filed with the National Secretary-Treasurer accompanied by the required resolutions. The National Secretary-Treasurer shall forward without delay a copy of the charge and of the resolutions to the accused and to the members of the appropriate Regional Disciplinary Committee. When the decision of the Regional Disciplinary Committee is rendered, the plaintiff and the accused may appeal to the Appeal Board. However, the plaintiff's appeal must be authorized as provided for in section 8.14.

8.30 The party who wishes to appeal shall file with the National Secretary-Treasurer a written notice of his/her intention to appeal not later than sixty days after the decision of the Regional Disciplinary Committee. The National Secretary-Treasurer shall forward a copy of this notice to the other party and to the Chairperson of the Appeal Board. The National Secretary-Treasurer shall also forward a copy of the Disciplinary Committee's decision and the record of the hearing to the Chairperson of the Appeal Board.

The notice of appeal must indicate the grounds for such appeal, including but not limited to, the following:

- (a) failure to consider all evidence;
- (b) bias/lack of impartiality;
- (c) inappropriate penalty;
- (d) error in process.

Further to the general grounds, the appellant should include a specific example of the violation.

### **Special Rules Concerning Proceedings at the National Level**

8.31 A charge laid against a resident national officer or National Union Representative shall be filed with the National Secretary-Treasurer accompanied by the required resolutions. The National Secretary-Treasurer shall forward without delay a copy of the charge and the resolutions to the accused and to the members of the National Disciplinary Committee.

8.32 When the decision of the National Disciplinary Committee is rendered, the plaintiff and the accused may appeal to the Appeal Board. However, the plaintiff's appeal must be authorized as provided for in section 8.15.

8.33 The party who wishes to appeal shall file with the National Secretary-Treasurer a written notice of his/her intention to appeal not later than sixty days after the decision of the National Disciplinary Committee. The National Secretary-Treasurer shall forward a copy of this notice to the other party and to the Chairperson of the Appeal Board.

### **Emergency Situations**

8.34 Notwithstanding any other provisions in this Constitution, the National President of the Union or the National Executive Board may, in an emergency, suspend temporarily any person from office, should there be serious reasons to believe:

- (a) that a fraudulent or dishonest act has been committed or is on the point of being committed against the Union or Local;
- (b) that a serious danger threatens the Union, its members or a Local by reason of an action or omission on the part of a person holding an office of responsibility.

8.35 When a temporary suspension has been imposed by the National President, it shall be immediately submitted to the National Executive Board. The temporary suspension shall be approved by two thirds of the National Executive Board.

8.36 If the person who is temporarily suspended from his/her duties has been elected to this office by members or by delegates representing members, and if at the time the suspension is imposed, a charge has already been laid against the suspended officer, this charge shall be handled normally in accordance with the procedure set forth in this Constitution. If, however, no charge has been laid, the National Executive Board shall, within five days, lay a charge in accordance with the appropriate procedure. If it is established in the course of the disciplinary procedure that the accused has committed no offence, the temporary suspension shall be cancelled immediately.

### **Other Provisions**

8.37 Any person who holds office within the Union or a Local and who has not been elected to this office by the members or by delegates representing members may be removed from office for cause by following the procedure laid down for his/her appointment.

8.38 A charge or an appeal may not be withdrawn without the consent of the other party.

8.39 A member, an officer or a union representative may not undertake legal procedures against the Union, its authorities, its officers, its union representatives or its members or against a Local, its authorities, its officers, its union representatives or its members without having previously exhausted the possibilities afforded him/her under the present Constitution.

8.40 It is exclusively within the province of persons and organizations provided for in this article to decide whether or not a given act constitutes an offence pursuant to section 8.02.

8.41 If the present article is silent on a particular question which comes up during the disciplinary procedure, the authority then dealing with the case will decide on the rule to be applied while respecting the spirit of the present article.

## **Appeal Board**

8.42 The Union shall establish an Appeal Board.

8.43 Each region shall elect one member and one alternate at the Pre-Convention Regional Conference. The member and alternate must come from different Locals with the exception of metro regions. The election is carried out in the same way as the election of the National Director of the region. If a member resigns refuses or cannot act, he/she is replaced by his/her alternate. Should the alternate then resign, refuse or be unable to act, the National Executive Board, on the recommendation of the National Director of the region, appoints a person to act until the end of the term or to act temporarily, as the case may be.

8.44 The National Executive Board shall appoint one additional member to act as Chairperson of the Appeal Board. If the office becomes vacant or if this member of the Appeal Board refuses or cannot act, the National Executive Board shall appoint another person to finish the term or to act temporarily, as the case may be.

8.45 A member of the Appeal Board cannot hold any position as national officer, regional officer or union representative and may not cumulate any other functions nationally or regionally, in conflict with his/her office.

8.46 Hearing of Appeals:

- (a) The appeals of Regional Disciplinary Committee decisions shall be heard by a panel consisting of the Chairperson, the member from the region concerned and three additional members of the Appeal Board who shall be selected by the Chairperson.
- (b) Appeals of the National Disciplinary Committee's decisions shall be heard by all members of the Appeal Board.
- (c) Notwithstanding the above, in the case where the Chairperson is unable to act due to exceptional circumstances on the day of the scheduled hearing, the panel may elect an acting Chairperson from their midst and proceed with the appeal hearing.

8.47 The Appeal Board shall hear all appeals as soon as possible and in accordance with the rules laid down in sections 8.21 to 8.23.

The Appeal Board may however conduct a hearing, deliberate or take a decision by tele-conference or by other communications method and without the persons involved being physically together, if the Appeal Board considers that it is appropriate to proceed in such a way and if, in its opinion, the rights of the parties are not jeopardized by so doing.

8.48 The Appeal Board may uphold the decision of the Disciplinary Committee, reverse it or render any other decision it deems advisable.

8.49 The decision of the Appeal Board shall be final and immediately enforceable.

8.50 The education section of the Union shall develop a training manual for members serving on the Disciplinary Committees and Appeal Board. This manual shall include, as a minimum, guidelines for time frames in scheduling hearings, the composition of the record, acceptable format for writing decisions, the procedures for registering the decisions

It shall also include such CIRB and other Labour Board documentation and jurisprudence as appropriate and shall include a reference section for members who wish to know their rights under Article 8. This manual shall be provided to Locals and to members of Regional and National Disciplinary Committees and the Appeal Board upon taking office.

## **Article 9**

### **Locals**

#### **Approval of By-laws**

9.01 The Local is a group of members composing a basic unit of the Union and having received a charter issued by the National Executive Board. It shall have the responsibility and the duty to promote the objectives and orientation of the National Constitution at its level of jurisdiction.

9.02 Each Local shall have by-laws. Proposed by-laws for Locals shall be submitted to the National Executive Board where they will be examined for any conflict with this Constitution. Any such conflicts shall be brought to the attention of the Local for amendment or deletion. The National Executive Board may also make recommendations to the Local as to other aspects of the proposed local by-laws.



After any required deletions or amendments have been made in the Local's draft, it shall be resubmitted to the National Executive Board.

On notification to the Local from the National Secretary-Treasurer that the by-laws have been approved, they may be adopted by the Local.

9.03 Following each National Convention, all Locals must submit revised by-laws within six months following the date of distribution of copies of the National Constitution to Locals.

9.04 Any provision in the by-laws of a Local which is contrary to the letter or spirit of the present Constitution shall be null and void.

### **Officers of the Local**

9.05 Local by-laws shall provide the election procedure for the Local Executive Committee, either annually or every three years, or preferably, every four years.

9.06 Local by-laws shall provide for a Local Executive Committee composed of the President, Vice-President, Secretary-Treasurer and such other members as the Local may decide.

9.07 All local officers and Local Executive Committee members must be members in good standing on the date of election and remain in good standing during their term of office.

9.08 A National Executive Board member, a Regional Executive Committee member or a union representative cannot hold office in a Local.

It is understood that section 9.08 does not apply to alternate union representatives.

9.09 All local officers shall be elected by the general membership and belong to the Local Executive Committee. All permanent full-time members of the staff of a Local who serve the membership shall also be elected by the general membership and belong to the Local Executive Committee.

9.10 The Local Executive Committee shall:

- (a) be composed of local officers who shall be responsible for the direction and administration of the Local in line with the orientation decided by the members according to the Constitution, the resolutions adopted at regular meetings or the mandates via referendum;
- (b) have the obligation to enforce the National Constitution;
- (c) be responsible for all representations before the employer;
- (d) be responsible for all public statements of the Union at the local level;
- (e) receive and study all reports and other matters concerning the welfare of the Union duly referred to it;
- (f) be the only one responsible to make recommendations to the members or to take decisions in line with the Constitution and policies of the Union unless otherwise stated in the Constitution;

- (g) have the obligation to meet prior to a regular membership meeting;
- (h) work to spread the most complete understanding possible of the Union's policies, the nature of the Union's struggle and all other matters concerning the Union and the trade union movement in general;
- (i) be responsible for the implementation of the Union's policies in matters of organization, preparation of strike structures, recruiting or any other organizational campaign launched by the National Executive Board;
- (j) establish and maintain communications between the members and the main organisms of the Union;
- (k) be responsible for the local education program;
- (l) inform the members and promote union education through bulletins, communiqués and any other adequate means;
- (m) be responsible for the orientation, preparation and distribution of all publications intended for members;
- (n) have the right to recommend that a particular grievance be referred to arbitration, through the Regional Executive Committee. Any Local that writes its own grievances and advocates regular arbitration, or files 500 or more grievances per year, may, at the Local's discretion only, recommend grievances directly to the National Grievance Officer for referral to arbitration;

- (o) assist the worker organizer(s) in organizing campaigns. All expenses incurred by the Local shall be reimbursed by the National Union providing a budget for such assistance is presented to the National Executive Board for approval and appropriate receipts are provided for all expenses;
- (p) be responsible for the servicing of the members within any newly organized bargaining unit;
- (q) be responsible for ensuring newly purchased or newly leased union offices are fully accessible and that union events are held in accessible venues;
- (r) ensure that locals visit RSMC members at their workplace at least once a year.

In the event of a newly organized bargaining unit, the National Executive Board shall consider the following factors in determining whether to establish separate locals or the amalgamation of the newly organized workers into existing locals: the number of workers, the nature of the work, the employer, the collective agreement, labour code jurisdiction, taking into consideration the recommendations of the National Directors, the locals concerned and the workers themselves.

9.11 The Local President shall:

- (a) be the senior officer of the Local;
- (b) have the responsibility for the enforcement of the Constitution and policies of the Union;
- (c) be responsible for grievances in his/her Local;

- (d) be responsible for local union-management meetings;
- (e) implement the decisions of the members assembled at general meetings or by referendum;
- (f) have the right to look into any matter falling under the jurisdiction of the Union at the local level and take measures to ensure that all local officers and members comply with the obligations and duties of their positions;
- (g) interpret the by-laws of his/her Local and his/her interpretation shall be maintained unless it is contested and such contest is supported by the majority of the members of the Local Executive Committee or by the majority of the members assembled at a general membership meeting;
- (h) take initiatives for the good and welfare of the Union on matters not provided for in the local by-laws, subject to the approval of the members;
- (i) co-ordinate the work of all local officers;
- (j) chair the meetings of the Local Executive Committee, the permanent committees and any other committee, as well as membership meetings;
- (k) impose, as a policy of the Union, the rule according to which no local officer may meet alone with a representative of the employer to discuss union matters;

- (l) ensure the implementation of the Union's policies in all representations before the employer at the local level;
- (m) be responsible for public relations at his/her local level;
- (n) report to the members on the decisions and recommendations of the Local Executive Committee.

9.12 The Local Vice-President shall:

- (a) assist the Local President in the performance of his/her duties;
- (b) replace the President in his/her absence, in which case he/she shall exercise full power;
- (c) chair in the absence or at the request of the President;
- (d) sign cheques along with the Secretary-Treasurer in the President's absence;
- (e) be a member of the Organization Committee and of the Legislative Committee and direct their work;
- (f) keep a database of all courses and the members who attend education courses at the local level and provide this information to the Regional Education and Organization Officer.

9.13 The Local Secretary-Treasurer shall perform the following duties unless delegated to another local officer by the local by-laws:

- (a) be responsible for all official documents of the Local;
- (b) be responsible for the Local's correspondence and shall convey it to the Local Executive Committee and the general meetings;
- (c) keep a record of the discussions of the Local Executive Committee and general meetings;
- (d) be entrusted with the funds of the Local, approve all cheques to be signed for expenses authorized under the Constitution, the resolutions passed at meetings, deposit immediately all monies he/she receives on behalf of the Local and sign cheques along with the President or, in his/her absence, the Vice-President;
- (e) be responsible for bookkeeping records of the Local and keep them ready for submission to the Local's trustees at least once per fiscal year;
- (f) prepare an annual financial report which is submitted to the executive and to a general meeting and copy of this report is sent to the National Secretary-Treasurer and the National Director;
- (g) present a report on the state of the Local's finances to general meetings and he/she shall, at least every two months, submit a financial report to the National Director;
- (h) keep an up-to-date mailing list of the membership;
- (i) establish an adequate filing system for the Secretariat and Treasury;
- (j) establish and maintain an efficient system for the membership control and check-offs.

9.14 The Shop Steward:

- (a) is the link between the Local Executive Committee and the members of his/her work shift;
- (b) promotes the policies of the Union and enforces the Constitution and the decisions of the members taken at Convention, through a referendum or at a general meeting;
- (c) ensures a strong union presence on his/her work shift;
- (d) enforces the collective agreement;
- (e) regularly informs the members of the decision of a general meeting, the activities of the Union, the Union publications and any other item of interest for the Union and the well-being of the members.

9.15 A social steward, in accordance with the Union's policy statement – Network of Social Stewards:

- (a) acts as resource person to help and ensure the well-being and self-development of members who are experiencing difficulties that are not covered by the collective agreement;
- (b) listens to people to help them identify their problems, refers them to appropriate resources and follows up on the assistance given;
- (c) does prevention, awareness and education work.



9.16 It shall be the duty of the senior officers of any Local becoming dissolved to deliver the charter and other property to the National Office and shall be responsible for the payment of all dues in arrears. The charter and other property received from a dissolved Local shall be restored in the event of its being reorganized.

## **Local Committees**

9.17 Local by-laws shall provide for whatever committees are considered necessary. All Locals should however constitute a Legislative Committee and, for the Locals where such a Committee cannot be established, the responsibility for this Committee will fall under the jurisdiction of the Local Executive Committee. This Committee works in collaboration with the National Grievance Officer and the National Director to obtain legislative amendments.

9.18 Each Local shall constitute a Local Organization Committee and for the Locals where such a Committee cannot be established, the responsibility of this Committee becomes the jurisdiction of the Local Executive Committee.

This Committee works under the responsibility of the Local Executive Committee and in collaboration with the Regional Executive Committee and the 1<sup>st</sup> National Vice-President. Its functions include the recruiting of members and the preparation of the strike structure. It deals with any other organizational campaign launched by the National Executive Board.

9.19 Each Local shall constitute a Local Grievance Committee and for the Locals where such a Committee cannot be established, the responsibility of this Committee becomes the jurisdiction of the Local Executive Committee.

The Local Grievance Committee's functions shall be to study the results of the grievances and arbitration and make recommendations to the Local Executive Committee.

The Local Grievance Committee is composed of the Local President and of any other local officer who is responsible for the administration of the grievance procedure and of members of the Local as determined by the local by-laws.

9.20 Each Local shall constitute a Local Education Committee and for the Locals where such a Committee cannot be established, the responsibility of this Committee becomes the jurisdiction of the Local Executive Committee.

Its duties shall be:

- (a) to help prepare and implement the Local Education Program;
- (b) to help co-ordinate union education at the local level;
- (c) to work in the field of education on promoting the fullest possible understanding of union policies, the nature of the struggle of the Union and all other matters of concern to the Union and to the labour movement in general.

The Local Education Committee is under the direction of one of the local officers.

9.21 Each Local shall constitute a Local Women's Committee and for the Locals where such a Committee cannot be established, the responsibility of this Committee becomes the jurisdiction of the Local Executive Committee.

The Local Women's Committee function shall be to study issues and concerns affecting women and shall make recommendations to the Local Executive Committee on:

- (a) involvement of women in the union with the goal of full participation of women in all levels of the union,
- (b) the education of the membership on equality issues facing women,
- (c) the situation of women in the workplace and ways to improve it.

The Local Women's Committee shall maintain an ongoing communication with the National Women's Committee regarding matters which are of concern to the women's committees of the Union.

9.22 Each Local shall constitute a Local Human Rights Committee and for Locals where such a Committee cannot be established, the responsibility of this Committee becomes the jurisdiction of the Local Executive Committee.

\* The Local Human Rights Committee function shall be to study issues and concerns affecting people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ), and shall make recommendations to the Local Executive Committee on:

- \* (a) the involvement of people of colour, disabled people, aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ) in the Union with the goal of full participation of such people in all levels of the union;

- \* (b) the education of the membership on equality issues facing people of colour, disabled people aboriginal peoples and lesbians, gays, bisexual, transgender and queer (LGBTQ);
- \* (c) the situation of people of colour, disabled people, aboriginal peoples, lesbians, gays and transgender people, and lesbians, gays, bisexual, transgender and queer (LGBTQ) in the workplace and ways to improve it;
- (d) fighting racism, homophobia, transphobia and discrimination against people with disabilities.

The Local Human Rights Committee shall maintain an ongoing communication with the National Human Rights Committee regarding matters which are of concern to the Human Rights Committees of the Union.

9.23 Locals are encouraged, where the number of retired members with Retired Member or Lifetime Member status makes it feasible, to establish a Pension and Retiree Benefits Committee. This Committee consists of both active members and retired members with Retired Member or Lifetime Member status.

The Local Pension and Retiree Benefits Committee functions shall be to study legislation covering pension plans within the Local, the administration of retiree benefits and pension plans contained within collective agreements covering members and retirees, and pension plans and retiree benefits in other unions' collective agreements, and it shall make recommendations to the Local Executive Committee on:

- (a) the administration of pension plans and retiree benefits within the Local;
- (b) proposals for negotiating improvements and changes required for pension plans and retiree benefits;
- (c) the education of the membership and retirees on pension plans, retiree benefits and retirement issues.

The Local Pension and Retiree Benefits Committee shall work under the direction of one of the Local Officers.

The National Executive Committee and the National Executive Board shall make it a priority to help CUPW retirees to develop, promote, and organize a National Organization of CUPW retirees.

9.24 Each Local shall constitute a Local Conflict Committee and for locals where such a Committee cannot be established, the responsibility of this Committee becomes the jurisdiction of the Local Executive Committee.

The Local Conflict Committee function shall be to assist members involved in conflict situations, prior to charges being pursued in the disciplinary process

9.25 Any committee of a Local, except the Local Trustee Committee, is a genuine workshop on which one or more local officers must sit as the case may be. One of the officers of the Local is responsible for the direction of any of these committees.

The committees should study the issues submitted by the Local Executive Committee or by the general meeting. They must report to the Local Executive Committee and to a general meeting but only the Executive Committee is authorized to make recommendations to the members.

## **Membership Meeting**

9.26 Local by-laws shall provide for regular meetings to be held monthly as a general rule, and every two months where this is more practical or no less than six meetings per year.

## **Financial Matters**

9.27 Initiation fees and dues to the Local shall be fixed by membership decision and provision for same included in the by-laws except that in no case may such initiation fees or dues be less than that set out by this Constitution.

Locals may set an amount of union dues higher than that provided in the National Constitution solely to ensure the administration of union services to the members of the Local, subject to the approval of the National Executive Board.

The National Executive Board shall not accept any request from any Local to deduct amounts for reasons other than those provided for in the National Constitution.

9.28 A Local shall require from any new member an initiation fee of \$5 except during organization campaigns where the amount of initiation fee shall be the same as that required under the relevant legislation. The initiation fee shall remain the property of the Local. The National Union shall, upon request, supply Locals with receipts for initiation fees.

9.29 The fiscal year of a Local shall be from July 1 to June 30 of the following year. A financial report shall be prepared and sent to the National Secretary-Treasurer within 60 days following the end of the fiscal year. A copy of this report shall be sent to the National Director of the region.

Every Local must prepare and submit to a general membership meeting a budget estimate at the beginning of each fiscal year and for this purpose, any Local may be assisted by the Regional Executive Committee.

9.30 The National Office shall prepare and supply an appropriate form for submission of an annual financial report by all Locals, except those using the services of a chartered accountant firm to audit their accounts and submit an annual financial statement.

9.31 The National Secretary-Treasurer shall withhold per capita tax from any Local which has failed to submit its financial report within the prescribed time limit. The amounts payable shall be paid upon receipt of the report.

Any Local which has failed to prepare a financial report may be placed in trusteeship or merged with another Local.

9.32 Each Local shall file, every two months, a financial report with its respective National Director. Such a financial report shall show the credit balance at the beginning of the period, receipts and expenses during the period and the General Fund credit balance at the end of the period.

9.33 The Secretary-Treasurer of the Local shall be responsible for the per capita tax on all members in good standing who pay dues to the Local, including those who are not on check-off.

9.34 The Secretary-Treasurer of the Local shall forward quarterly, to the National Secretary-Treasurer, the per capita tax for each member in good standing who is not on check-off, together with a list of suspended or expelled members.

9.35 Per capita tax and assessments shall be held as a standing appropriation and shall require no motion of the Local to pay same.

9.36 Any Local in arrears of six months or more in the payment of its per capita tax shall immediately be placed under trusteeship without the need for holding an investigation. This trusteeship shall end as soon as the Local has paid all arrears of per capita tax.

\*9.37 All Locals shall use union rebate funds for union purposes such as:

- (a) the payment of per capita to Labour Councils;
- (b) local education seminars;
- (c) salaries for full-time officers;
- (d) payment of salaries (leave for union business);
- (e) postage;
- (f) telephone, facsimile, Internet;
- (g) administrative fees to financial institutions;
- (h) rent;
- (i) expenses for meetings of the Local Executive Committee and committees;



- (j) special campaigns, approved by the National Executive Board;
- (k) bereavement tribute for a member of the Local;
- (l) financial support for the trade union movement;
- (m) rental of meeting rooms;
- (n) legal fees;
- (o) office maintenance;
- (p) local printing fees;
- (q) printing supplies and office equipment;
- (r) all other expenses approved by the National Executive Board.

Upon failure by a Local to abide by the provision of this section, the National Executive Board shall automatically stop the payment of the Local's per capita tax.

9.38 The Union shall cover the cost of forwarding releases for posting and/or for Shop Stewards, according to agreements concluded with Local Executive Committees.

### **Membership Control**

9.39 The Local Secretary-Treasurer shall be responsible for the nominal roll of the membership of the Local.

9.40 Each Local shall establish a membership control system to determine the number of members and dues-paying employees and temporary employees and to control the check-off of union dues. Shop Stewards shall receive any information required to enable them to detect abnormal situations and to prepare a monthly report to the Local Secretary-Treasurer, especially in regards to temporary employees.

When a member transfers from one Local to another, his/her former Local shall send his/her records to the National Secretary-Treasurer who shall forward them to the Local that he/she is transferring to, so that the new Local can verify the status of this new member.

9.41 Each Local shall send to the National Secretary-Treasurer on a monthly basis, any information available with regard to membership control and check-off of union dues and more particularly:

- (a) a list of new employees and new members in good standing;
- (b) a list of persons who have left the bargaining units;
- (c) a list of employees who are no longer members of the Union;
- (d) a list of employees and/or members subject to the check-off system who have not paid union dues, indicating the reasons for non-payment;
- (e) a list of members who are no longer in good standing for failing to pay union dues and/or assessments;
- (f) a list of temporary employees.

## **Affiliations**

9.42 Each Local shall be affiliated with the Provincial Federation of Labour and Labour Council of its respective region and each Local encourages its members to participate actively within their locale. Each Local shall pay the monthly per capita tax for affiliation to the Labour Council for the total number of members in the Local. The National Director of each region shall ensure that each Local complies with this section.

9.43 The National Executive Board may withhold the per capita tax of any Local failing to comply with the provisions of section 9.42. It may also place said Local in trusteeship or merge it with another Local.

The National Executive Board shall encourage Locals to send as many delegates as possible to ensure maximum delegation to attend Canadian Labour Congress and Quebec Federation of Labour Conventions.

The Regional Executive Committee shall encourage Locals to send as many delegates as possible to ensure maximum delegation to Federation Conventions in their respective regions.

## **General**

9.44 Locals shall not submit any resolutions relating to federal legislation to any Labour Council or to any government body if such legislation could have any effect on the members, unless such proposed resolution is in keeping with resolutions already approved by the Union at the National Convention or has been approved by the National Executive Committee. Under no circumstances shall a resolution relating to legislation be approved by a Local for submission to a central labour body if it has been disapproved by the National Convention or the National Executive Committee.

9.45 Any officer of a Local shall make it his/her particular duty to comply with and implement national policies adopted by the Convention or by the members through a referendum vote and the decisions of the National Executive Board.

9.46 Any resolution coming from a Local and intended for a Convention, a Regional Conference, the National Executive Board, the National Executive Committee or the Regional Executive Committee, shall be duly adopted by the Local's regular membership meeting. The President and the Secretary-Treasurer of the Local shall confirm by their signature that the resolution was duly moved, seconded and adopted at a specific date by the regular membership meeting.

Where it is a resolution intended for a Regional Conference, the original copy of such resolution received by the Regional Executive Committee shall be forwarded along with the report of the Regional Conference to the National Secretary-Treasurer. These documents can be reviewed upon request by pre-convention committees and/or by the Committee for the preparation of negotiations.

## **ARTICLE 10**

### **Union Representatives Worker Advocates Worker Organizers Worker Educators**

#### **National Union Representatives**

10.01 Four National Union Representatives work in the grievance-arbitration section in conjunction with the National Grievance Officer, with at least one dealing with French grievances and at least one dealing with English grievances.

One National Union Representative works in the grievance-arbitration section in conjunction with the National Grievance Officer to deal primarily with files dealing with consultation with the employers.

One National Union Representative works in the grievance-arbitration section in conjunction with the National Grievance Officer to deal primarily with health and safety matters, workers' compensation, benefit plans, employment insurance and pensions.

National Union Representatives, under the direction of the National Grievance Officer, shall be responsible for both preparing and arguing grievance files.

10.02 One National Union Representative assists the other National Executive Committee officers under the direction of the National President through the 1<sup>st</sup> National Vice-President.

10.03 Two National Union Representatives work in the education section in conjunction with the 2<sup>nd</sup> National Vice-President, with one being francophone and one anglophone.

10.04 One National Union Representative works in conjunction with the 4<sup>th</sup> National Vice-President dealing primarily with all issues related to staffing, walk and route evaluation.

10.05 One National Union Representative works on external organizing in conjunction with the 3<sup>rd</sup> National Vice-President.

### **Regional Union Representatives**

10.06 The number of Regional Union Representatives shall be as follows:

Atlantic Region .....	2
Quebec Region .....	3
Metro-Montreal Region.....	3
Central Region.....	3
Metro-Toronto Region .....	3
Ontario Region .....	4
Prairie Region.....	3
Pacific Region .....	3

In the event that a region achieves the membership level of 8,000 including a minimum of 200 private sector bargaining unit members and at least three (3) bargaining units in addition to the CPC urban operations and CPC RSMC bargaining units, the region shall be allowed four (4) Union Representatives as long as the criteria continues to be met.

Upon confirmation by the National Secretary-Treasurer that the criteria have been met, the National Executive Board shall authorize the appointment of a Temporary Assistant or Alternate Union Representative until the next Regional Conference, where an election will be held to fill the newly created position for the duration of the term until the next Convention.

In the event that during a term, the criteria are no longer met due to the loss of members or bargaining units, the NEB through the National Secretary-Treasurer will advise the subsequent Convention that the additional position will be deleted on the morning of the last day of Convention prior to the election procedure under section 3.24.

10.07 The Regional Union Representatives shall work under the direction of the National Director for the region, who shall report to the National Executive Board through the 1<sup>st</sup> National Vice-President.

10.08 Under the direction of the National Director, the duties of a Regional Union Representative are:

- (a) to provide technical research and investigative assistance to the members of the Regional Executive Committee;
- (b) to assist all the regional officers with respect to the administrative and organizational aspects of their duties and responsibilities;
- (c) to provide technical advice to the Regional Executive Committee;

- (d) to provide to Locals, in conjunction with the applicable responsible regional officer and through research and investigation, technical advice on the following:
  - (1) pension plans;
  - (2) grievance procedure;
  - (3) local union structure;
  - (4) local union by-laws;
  - (5) local union finance;
  - (6) local union organization;
- (e) to prepare an analysis of the various reports received from the employer with respect to hours of work, use of temporary employees, etc.;
- (f) to draft technical documents for education and other purposes;
- (g) to assist the Regional Grievance Officer with respect to the grievance procedure and preparation of arbitration, and arguing grievance files;
- (h) to assist the National Directors in their functions, with assignments to tasks designed to ensure technical assistance to Locals;
- (i) to prepare and present formal arbitration cases to minimize the utilization of lawyers.



10.09 Regional Union Representatives shall be assigned to the office of the National Director for the region, unless otherwise recommended by the latter and subject to the approval of the National Executive Board.

### **Alternate Union Representatives**

10.10 In order to provide the services to the membership, the National Executive Board, if required, may appoint Alternate National or Regional Union Representatives to assist the officers and union representatives or temporarily replace union representatives.

10.11 There shall be five Alternate National Union Representatives, at least one of whom must be Francophone and one of whom must be Anglophone.

10.12 There shall be three Alternate Regional Union Representatives per region.

### **Worker Advocates**

10.13 Worker advocates are to be selected by the National Directors from among the elected local officers and shop steward body in their respective regions, after consultation with Locals.

10.14 Based on the recommendation of the National Directors, the worker advocates selected are to be trained for regular arbitration and workers compensation. When making a selection, the National Directors must consider the geographic areas within the region.

10.15 The National Directors select the worker advocates to be used in each arbitration and WCB file.

10.16 The National Executive Board shall establish budgetary provisions for worker advocates in each region to work on arbitrations and provincial workers' compensation hearings. These provisions shall be determined based on the projected number of days required, taking into consideration the workload in each region and the types and number of cases and the need to minimize travel costs. The National Executive Board shall work with the National Grievance Officer to develop and implement a plan to utilize Worker Advocates.

The National Executive Board, upon recommendation of the Regional Executive Committee, shall be authorized to reimburse Locals (including those with full-time officers) for all or part of the lost wages and expenses incurred by the use of the worker advocates who are not full-time officers of the local. On behalf of the Regional Executive Committee, the National Director shall base his/her recommendation on the level of activity of the Local in the portfolios named above. The recommendation will take into consideration the types and number of cases referred to arbitration or provincial workers' compensation hearings, along with the names of the local advocates who present the grievances or compensation cases on behalf of the Local.

### **Worker Organizers**

10.17 Worker Organizers shall be selected by the National Directors from amongst the elected Local Officers and Shop Stewards within the respective regions, after consultation between the National Vice-President responsible for organization, the National Director and the Local Executive Committees within the region.

10.18 Based upon the recommendation of the National Directors, the selected Worker Organizers shall be trained in all aspects of external organizing as well as the legal aspects of organizing.

10.19 When making a selection for Worker Organizers, the National Director must consider the geographic areas within his/her region.

10.20 The National Vice-President responsible for organization shall assign the Worker Organizers to be used on particular campaigns, after consultation with the National Director(s).

10.21 The funding from which the lost wages and expenses of Worker Organizers are paid shall be the organization budget as determined by the National Executive Board. The organization budget shall be administered by the National Vice-President responsible for organization.

10.22 Worker organizers shall report, on a weekly basis, upon the campaign to which she/he is assigned. Such reports shall be made to the National Vice-President responsible for organization with a copy to the Regional Education and Organization Officer of the region concerned.

10.23 While working on an organizing campaign, the Worker Organizers shall receive the hourly rate of pay for their classification or position and shall be entitled to the rental of a car (if required) upon the approval of the National Executive Board. She/He shall also be entitled to the allowances provided for under sections 7.42 and 7.62 of the National Constitution.

The National Executive Board, by a two-thirds majority, may authorize an increase in salary for Worker Organizers based on the nature of the campaign, the target work location, the number of people working on the organizing campaign and its duration.

Notwithstanding the above, the coordinator of an organizing campaign shall receive the same salary as a union representative.

### **Worker Educators**

10.24 Upon the recommendation of the National Directors and after consultation with locals in their region, candidates shall be selected to receive necessary training to act as union educators.

Candidates must be selected among officers, union stewards and members of each region. In addition, National Directors must take into account the geographical areas of their region.

10.25 Instructors from the various regions may be called by the national or regional officer responsible for union education to prepare union education courses, depending on the needs and taking into account abilities and knowledge

10.26 Instructors' expenses must be authorized by the National Director or, as the case may be, by the officer responsible for union education. These expenses are charged to, as the case may be, the General Fund or the Union Education Fund provided for in the collective agreement.

10.27 In the selection of worker advocates, union educators and union organizers, the National Directors and the National Executive Board shall strive for gender parity and for representation from equity groups.

# ARTICLE 11

## Union Education Gender Parity and Balance on Committees National and Regional Journals

### Union Education at the National Level

11.01 There shall be a permanent National Union Education Service under the responsibility of the 2<sup>nd</sup> National Vice-President in accordance with the orientation, the Constitution and national policies of the Union and the decisions of the National Executive Board.

This service has as its objectives:

- (a) to support the priorities of the Union;
- (b) to promote collective bargaining;
- (c) to promote contractual objectives;
- (d) to clarify the interpretation of the collective agreement and the grievance procedure;
- (e) to explain the basis of the objectives and structure of the Union and the trade union movement;
- (f) to explain the role of Shop Stewards;

- (g) to ensure the education of national and regional officers, full-time union representatives and local officers particularly through advanced courses in the area of services such as: arbitration, procedures for claims and appeals before the Workers' Compensation Board and the Employment Insurance Commission, as well as other social services;
- (h) to inform the members of their rights and duties in matters of injuries on duty, employment insurance, releases for incompetence and incapacity;
- (i) to encourage Locals to delegate their members to union education courses organized by Federations as well as Labour Councils to which they are affiliated;
- (j) to encourage Federations and Councils to give the necessary education to unionized and non-unionized workers.

11.02 The 2<sup>nd</sup> National Vice-President, subject to the approval of the National Executive Board, shall prepare a National Union Education Program before the beginning of each fiscal year for the duration of the fiscal year.

He/She shall report to the National Executive Board at the end of each fiscal year on this program, particularly with respect to courses given, attendance and costs.

11.03 The National Executive Board shall convene a meeting of the national and regional officers, union representatives and members of the Negotiating Committee to be held at the National Office within 15 days following the signing of a collective agreement for a national bargaining unit for the purpose of explaining and discussing the amendments made to the collective agreement.

## **Joe Davidson Education Fund**

11.04 The Union shall establish a "Joe Davidson Education Fund" as a tribute to this great trade unionist and, in particular, in recognition of his leadership as National President of the Canadian Union of Postal Workers and his efforts to unify the members.

An education bursary shall be granted annually by the Union to the CLC Labour College of Canada. This bursary shall be attributed to a unionized worker whose application is accepted by the Labour College of Canada. However, if a member of CUPW is selected, he/she shall be given preference.

When a member of CUPW is selected with the approval of the National Executive Board, the Union shall pay the lost wages as well as the travel expenses to and from the Labour College of Canada.

For the workers in Quebec, an education bursary in an amount equal to that given to the Labour College of Canada shall be given annually to the Union Education Service of the Quebec Federation of Labour. The National Director of the Quebec Region shall recommend the candidates for these education courses and their selection shall be subject to the approval of the National Executive Board.

## **Union Education at the Regional Level**

11.05 Union education at the regional level shall be the responsibility of the National Director and the Regional Education and Organization Officer under the jurisdiction of the Regional Executive Committee. The Committee shall be responsible for the implementation of the education programs in accordance with the decisions taken by the National Executive Board and the orientation of the Union.

The Regional Education and Organization Officer shall prepare a Union Education Program for his/her region under the responsibility of the Regional Executive Committee and in accordance with the National Union Education Program.

He/She shall keep account of the priority needs of the members by planning courses for the training of local officers or Shop Stewards.

He/She shall ensure in the content of the courses that all the conditions related to trade union obligations and trade union convictions necessary for all are included.

He/She shall assist the Locals, who so request, in developing union education programs.

He/She shall make the Locals in the region aware of the education programs offered by the Canadian Labour Congress, Quebec Federation of Labour, Federations of Labour, Labour Councils and the educational affiliates.

11.06 There shall be at least two Education Seminars of up to three days per year for each region. The Regional Education and Organization Officer (REOO) will assign participant spots according to the needs of the Locals in his/her region.

11.07 There shall be a Québec Women's Conference held once every two years prior to the Québec Federation of Labour Day of Reflection on Women's issues. Women members from both the Metro-Montréal and Québec Regions shall be eligible to attend. In the event that the date selected by the QFL coincides with the CUPW commitments or activities that arise unexpectedly or which affect CUPW, or if the QFL does not hold the Day of Reflection, the National Executive Board shall schedule another date for the Québec Women's Conference in consultation with the National Directors from both regions concerned.



There shall be a minimum of one delegate per Local and a maximum of 31 delegates per region. If a Local does not send a delegate, the number of unused entitlements shall be allocated among all Locals taking into account the number of women in each Local.

The National Union shall fund the Québec Women's Conference and delegate expenses shall be paid as per section 7.42.

### **Gender Parity and Balance on Committees**

11.08 The National Executive Board shall ensure gender balance on all appointed or selected National Union Committees established pursuant to the National Constitution.

11.09 In the case of committees established pursuant to the National Constitution that have two elected delegates per region, with the exception of the National Women's Committee, delegates will elect one man and one woman.

11.10 In order to ensure representation of women, the National Executive Board will ensure, at a minimum, gender parity in the union's education programs and seminars at the regional and local levels, whatever the case may be.

### **National Journal**

11.11 The publication and distribution of the national journal at least every two months to the members shall be the responsibility of the 3<sup>rd</sup> National Vice-President.

11.12 A committee shall be set up to review articles before they are published in the national journal. It shall be made up of the seven members of the National Executive Committee. If they are unable to reach a consensus, the issue shall be referred to the National Executive Board.

11.13 Articles written by national officers or members in good standing in the Union for publication in the national journal shall be written in accordance with the policy decided upon by the members of the Union.

11.14 The National Executive Board will solicit articles and letters to the editor from the members in good standing for the journal.

11.15 Each National Director shall write articles for issues of the national journal on the status of the Union and any problems or trends in his/her region.

### **Regional Journal**

11.16 The publication of a regional journal for the members of each of the regions and its distribution to the Locals four times a year, in accordance with section 3.47 and the budget provisions adopted by the National Executive Board shall be under the direction of each National Director.

The regional journal shall cover problems confronting the Union, rights within collective agreements, education programs and significant happenings within the Union's affiliations. The Regional Executive Committee shall solicit articles and news from the Locals and members in the region.

The Regional Executive Committee shall ensure that the articles published are in line with the orientation established by the members of the Union.

# ARTICLE 12

## Personnel and Specialists

12.01 The National Executive Board shall be authorized to engage office and technical staff and to purchase any new equipment that may be required for the efficient operation of the National Office of the Union. This shall not prevent the National Executive Committee from engaging staff and purchasing new equipment, subject to the approval of the National Executive Board.

12.02 An outgoing national officer may, at the discretion of the National Executive Board, remain on staff for a period of up to 30 days to ensure the continuity of services and assist incoming officers.

12.03 The National Executive Board shall hire a Research Specialist who will work directly under the National President.

His/Her work shall consist of preparing, in accordance with the orientation, Constitution and policies of the Union:

- (a) briefs concerning legislation or other matters;
- (b) documentation for collective bargaining;
- (c) material for the drafting of the proposed collective agreements;
- (d) documentation and argumentation for conciliation steps;
- (e) any other data on press releases and press conferences.

12.04 The National Executive Board shall employ a full-time translator who will work at the National Office and perform duties of a confidential nature.

12.05 The translator shall be responsible to the National President and, upon the latter's request, shall perform other research operations in the context of his/her responsibilities.

12.06 The National Executive Board shall ensure that the position of translator is never vacant.

12.07 Upon the recommendation of a Regional Executive Committee, the National Executive Board shall authorize the hiring of a translator for the deaf for meetings that are provided for in this Constitution at the national and regional levels if such a service is deemed necessary. The cost of this service shall be taken on by the National Union.

12.08 The National Executive Board shall establish a service contract with legal counsel.

12.09 The National Executive Board shall be authorized to establish a service contract for research.

12.10 The National Executive Board shall hire a Communications Specialist who shall work directly under the National President and whose work shall consist of preparing press releases, communications to the membership regarding negotiations, articles for the national journal and other communications requirements under the direction of the National Executive Committee, in accordance with the Constitution, orientation and policies of the Union.

12.11 The National Executive Board shall be authorized to retain the services of experts or consultants as may be required to contend with the employer's, ensure the welfare of the Union, and obtain the advice of the best qualified experts on matters such as preparation for collective bargaining, the actual negotiations arbitration, research, publicity, public relations, etc.

12.12 Consultants and specialists shall confine themselves to rendering technical services to the Union.

They shall have no authority to alter the orientation of the Union.

12.13 Specialists and technical consultants shall limit themselves at all times to submitting a report and/or recommendations to the National President who, in turn, shall submit same to the National Executive Board, which alone has a mandate to submit reports and recommendations to the membership.

12.14 The National Executive Board shall assure its full responsibility by taking position, whenever necessary, following advice received from advisers, without at any time seeking to use advisers as moral justification for its decisions.

\*12.15 At the start of all new mandates, appointed positions need to be advertised to the entire membership so that all members have an opportunity to apply. There will be an application process and the newly elected National Executive Board will review all applications. The officers responsible for the appointees must submit a semi-annual written report to the National Executive Board on the work the appointees have performed during the mandate.

\* The work being done will be reviewed by the National Executive Board on a semi-annual basis to determine whether or not said appointments shall be renewed.

\* The officers responsible for the appointees must also submit a full written report at National Convention of the work these members have accomplished.

## **ARTICLE 13**

### **Amendments to the Constitution**

13.01 This Constitution may only be amended by one of the following procedures:

- (a) during a National or Special Convention, as provided for in Article 3;
- (b) should two thirds of the members of the National Executive Board deem it necessary, a referendum vote on a proposed amendment shall be held of the entire membership conducted through the Locals. It shall require the affirmative votes of a majority of members voting at the meetings called for this purpose for the amendment to be approved;

- (c) should local unions representing two thirds of the membership pass motions at membership meetings calling for a referendum vote on any specific proposed amendment(s), the National Executive Board shall report same and shall conduct a vote in accordance with section 13.01(b) and affirmative votes in accordance with section 13.01(b) shall be required for the amendment to be approved.

## **ARTICLE 14**

### **Rules of Order**

14.01 The Chairperson shall call the Convention to order at the time specified.

14.02 When a delegate wishes to speak, he/she shall proceed to one of the microphones provided for that purpose. When recognized by the Chairperson, he/she shall give his/her name and the Local he/she represents and shall confine his/her remarks to the question at issue.

14.03 Speeches shall be limited to three minutes.

14.04 A delegate shall not speak more than once on a subject until all who wish to speak have had an opportunity to do so.

14.05 A delegate shall not interrupt another, except if it be to call to a point of order.

14.06 If a delegate be called to order, he/she shall, at the request of the Chairperson, take his/her seat until the question of order has been decided.

14.07 Should a delegate persist in unparliamentary conduct, the Chairperson will be compelled to name him/her and submit his/her conduct to the judgement of the Convention. In such case, the delegate, whose conduct is in question, should explain and then withdraw and the Convention will determine what course to pursue in the matter.

14.08 When the question is put, the Chairperson, after announcing the question, shall ask: "Are you ready for the question?" If no delegate wishes to speak, the question shall be put.

14.09 Questions may be decided by a show of hands or by a standing vote on the basis of one vote per delegate. A roll call vote may be demanded by one third of the delegates present. In a roll call, each delegate shall be entitled to one vote.

14.10 Two delegates may appeal the decision of the Chair. The Chairperson shall then put the question thus: "Shall the decision of the Chair be sustained?" The question is not debatable except that the delegate who first appeals the decision of the Chair may give an explanation of his/her appeal. The Chairperson may give an explanation of his/her decision.

14.11 In the case of a tie vote, the Chairperson shall cast the deciding vote.



14.12 When the previous question is moved, no discussion or amendment of either motion is permitted. If the majority vote "that the question be now put", the original motion has to be put without debate. If the motion to put the question is defeated, discussion will continue on the original motion. When a recommendation is submitted to the Convention, the Chairperson shall ask: "Shall the recommendation be adopted? Shall the recommendation be rejected?"

14.13 Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. A motion to refer back to the Committee for reconsideration shall be in order.

14.14 A delegate shall not move a motion to refer back after he/she has spoken on the question at issue.

14.15 A motion to refer back is not debatable and when properly seconded, the question shall be immediately put to the Convention.

14.16 If the report of a committee is adopted, it becomes the decision of the Convention. If defeated, it may be referred back to the committee for reconsideration.

14.17 A motion may be reconsidered provided the mover of the motion to reconsider voted with the majority, and that written notice of motion is given for reconsideration at the next sitting and said notice of motion is supported by two thirds of the delegates qualified to vote.

14.18 In all matters not regulated by these rules of order, Bourinot's Rules of Order shall govern.

# ARTICLE 15

## Transitional and Explanatory Provisions

15.01 Whenever the singular is used in this Constitution, it shall be considered as if the plural has been used wherever an article or articles of the present Constitution so require.

15.02 The word "arbitration" in the English version of this Constitution shall encompass the word "adjudication" where the context requires it.

## RITUAL AND CEREMONIES

### Opening of Local Union Meetings:

"Brothers and Sisters:

We are about to open this meeting of the \_\_\_\_\_ Local, Canadian Union of Postal Workers. If there is anyone present not entitled to remain, he/she will please retire. Officers will take their respective places and the Tyler will guard the door."

### Initiation of Candidates for Membership:

(The proposed new members are brought before the Presiding Officer and each gives his/her name to the Presiding Officer.)

(Presiding Officer to the meeting:)

"Will the members please stand."

(To the proposed new members:)

"Please repeat after me this obligation of all members of the Canadian Union of Postal Workers."

"I, \_\_\_\_\_, do solemnly promise, on my most sacred word of honour, that to the best of my ability I will bear allegiance to this Union, to its Constitution and to its policies and to the by-laws of this Local Union.

I will seek to conduct myself at all times in a manner that will bring credit to this Union. I will not defraud this Union nor allow others to defraud it, if it is in my power to prevent it.

I shall remember the proud motto of organized labour and of this Union - that an injury to one is an injury to all."

(To the meeting:)

"Sisters and Brothers, we welcome these new members into our ranks."

(Shake hands with the new members.)

## **Installation of Officers, Union Representatives. Trustees**

### **Obligation and Oath of Office**

(In the case of local officers, regional officers or Regional Union Representatives, the installation may be conducted by any person authorized by the National Executive Board. In the case of National Executive Board, National Union Representatives and National Board of Trustees, the installation of such officers, union representatives and trustees shall be conducted by a past officer or senior member of the Union.)

(The officers-elect stand facing the members. The person conducting the installation stands between the officers-elect and the members.)

(Installing Official:)

"We shall now install the officers-elect in accordance with the oath of office provided in the Constitution of the Canadian Union of Postal Workers."

(Then, he/she says to the officers-elect:)

"Brothers and Sisters, do you accept the office to which you have been elected?"

(Officers-elect:)

"I do."

(Installing Official:)

"Raise your right hand and repeat after me:

I solemnly promise, on my sacred word of honour, before these members and delegates present, that I will perform the duties of my office to which I have been elected to the best of my ability.

I shall defend this Union to the best of my ability against all attempts of the employer to weaken or destroy it, and against any disruption, secession or raiding from whatever source.

I will turn over to my successor all property of the Union that has been entrusted to me.

I will never defraud this organization or allow it to be defrauded if it is in my power to prevent it.

I shall conduct myself in accordance with the proud motto of organized labour and this Union - that an injury to one is an injury to all.

To all of what I have said, I do hereby promise."





# NATIONAL POLICIES

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## **P R E A M B L E**

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The Canadian Union of Postal Workers undertakes the task of promoting and defending the interests of its members against all attacks of the employer and government (the agent of the employer) as a fundamental objective.

This means that, in addition to the struggle which the Union conducts daily for recognition and the rights of postal workers, CUPW actively commits itself to the objective of transforming the present social and economic order to make it consistent with the interests and aspirations of workers.

In so doing, CUPW rejects all forms of trade unionism that fail to pose the basic division between the interests of workers and the interests of the employer. CUPW characterizes its orientation as a Union which, in an uncompromising fashion, pursues the class interests of its members, resisting all attempts by employers and governments to weaken or destroy the workers' movement.

CUPW manifests its commitment through a number of policy statements which are grouped as follows:

- A. THE STRUGGLE OF CUPW AGAINST THE EMPLOYER**
  
- B. THE ORIENTATION OF CUPW WITHIN THE LABOUR MOVEMENT**
  
- C. CUPW AND LEGISLATION**
  
- D. CUPW AND SOCIAL ISSUES**
  
- E. GENERAL**
  
- F. CUPW AND THE ENVIRONMENT**

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## **A. THE STRUGGLE OF CUPW AGAINST THE EMPLOYER**

### **A-1 Picket Lines and Industrial Action**

Since all of the struggles of the Union ultimately depend on the solidarity and collective action of postal workers against the employer, the Union will take all necessary steps to ensure that workers who participate on picket lines in accordance with National Policies will not be penalized.

Additionally, the Union shall endorse the principle that "a picket line is a picket line" and shall instruct its members as to trade union principles with respect to honouring picket lines.

### **A-2 Regional Bargaining**

The power of the Union is determined by the active participation of its members collectively on a national basis.

It is to maintain equality and unity that the Union refuses the division of its membership and opposes the idea of regional or local contract bargaining with Canada Post. The Union will negotiate to ensure that all articles of the Urban Operations collective agreement and the Rural and Suburban collective agreement have national application. Furthermore, the Union opposes all ideas attempting to decentralize the National Union.

### **A-3 Moratorium of Silence**

The Union's Negotiating Committees shall accept no form of moratorium of silence as a means of backing out of their obligation to inform members and to take a position concerning current negotiations with employers.



#### **A-4 Consultation Committees**

No articles pertaining to Consultation Committees which do not commit the employers to actual negotiations with representatives of the Union shall be included in the Union's collective agreements.

#### **A-5 Workers' Control**

The Union views as a primary direction the accomplishment of workers' control of the workplace. This principle ensures that the Union and its members will seek at all junctures to limit the power of the employer to organize our jobs and the methods of production and planning of our work or to otherwise discipline our members. In its place, the Union will seek for its members full control of the work they perform and the environment in which they perform the work.

#### **A-6 Equal Collective Agreement For All**

The Union will negotiate collective agreements that will provide equal benefits for all members within their bargaining unit.

#### **A-7 Probationary Period**

The Union opposes any form of probationary period and supports the concept that an employee is entitled to all rights, benefits and protection from the date of hiring.

#### **A-8 Weekend Work**

The Union opposes and will use every means at its disposal to prevent the introduction by the employer of all job classifications exclusively for weekend work.

## **A-9 Night/Shift Work**

The Union is in full agreement with the International Labour Organization studies which have shown that night work is abnormally fatiguing and affects the health of workers. The Union condemns the high rate of night work in Canada and in particular the tendency for increased shift and night work accompanying technological change. The Union is committed to negotiating increased day positions, restrictions against shift and night work for its members, improved leave provisions for shift and night workers and a substantial increase to shift differential and weekend premiums.

## **A-10 Rotating Functions**

The policy of rotating functions in the postal bargaining unit protects the health and safety of our members and helps minimize favouritism. Therefore, it is a national policy of our Union that all workers in the postal bargaining unit rotate in the different duties of their classifications within their shifts. The Union recognizes that the traditional letter carrier and mail service courier workday includes a rotation of duties.

## **A-11 Contracting Out**

The Union will work to eliminate subpost offices and other postal supplies distribution centres to replace them with postal stations and seek to organize the individuals who perform the functions of postal workers in such postal establishments.

The Union will take all necessary steps to have only members of the Union in good standing perform the jobs of the processing of all classes of mail, the sale of postage supplies, philatelic sales and setting of postage meters.

The Union will take all necessary steps to guarantee that the employer will not contract out any of the above services or accept for transmission by mail any class of mail that is processed by any other persons than members of the Union.

The Union will take all the necessary steps to guarantee that the employer will have the processing of mail, the sale of postage supplies in subpost offices and in semi-staff post offices, as well as the sale of philatelic supplies in private outlets performed only by members of the Union.

The Union will take all the necessary steps to ensure that only members of the Union will perform any of the duties of the bargaining unit under any circumstances.

The Union will take all the necessary steps to guarantee that the employer will not contract out any related work that is performed by Group 3 and Group 4 members of the Union.

The Union will take all the necessary steps to ensure that all maintenance-related work that is currently contracted elsewhere, be contracted within, so that Group 3 and Group 4 members perform all maintenance-related tasks in all postal establishments.

\* The Union will promote the use of equal opportunity apprenticeships to fill vacancies in Group 3 and Group 4.

\* The Union will take all necessary steps to contract in Combined Urban Services (CUS) work into the collective agreement.

\* The Union will demand that workers currently doing the work of Combined Urban Services work are brought into the urban bargaining unit along with the work.

## **A-12 Part-Time Ratio**

The Union will strive to achieve a ratio of part-time workers based on the total number of permanent employees.

The Union shall ensure that no part-time employee will lose his/her job through the implementation of this policy.

The Union opposes any increase in part-time work.

The Union commits itself to a struggle with respect to part-timers in the bargaining unit which:

- (a) ensures that the employer cannot use part-time workers to undercut the jobs and working conditions of full-time employees;
- (b) ensures that part-time members will have completely pro-rated benefits to full-timers in every area, if proven beneficial.

To accomplish this goal, the Union will establish a ratio or ratios of part-timers to full-timers in order to ensure both part-timers and full-timers full benefits and protection of the Union and will seek to incorporate the ratios into the collective agreement with the employer.

## **A-13 Job Sharing**

The Union opposes the principle of job sharing.

## A-14 Technological Change

In accordance with the goal of struggling for improved working conditions and the principle that technology ought to be of benefit to workers and the Canadian public at large, the Union insists that any technological change which is introduced by Canada Post Corporation must materially benefit the members of our bargaining unit. The Union will use all of its powers, including industrial action, to eliminate all adverse effects of technological change.

The Union is determined that all technological and systems changes must be submitted to real negotiations which will be guided, for representatives of the Union, by the following principles:

- (a) full disclosure by the employer of programs and projects, including their known or suspected impact on workers, prior to real negotiations with the Union on each and every technological change;
- (b) all technological or systems changes must, as a matter of course, include the introduction of natural benefits to the members involving, but not limited to:
  - (1) 30-hour work week with no loss of pay;
  - (2) voluntary early and fully compensated retirement;
  - (3) comprehensive ergonomic and environmental changes covering all health and safety matters connected with the technological change;
  - (4) no reduction in staffing levels;

- (5) improved benefits in the form of vacation leave and paid leave for all workers in the bargaining unit;
  - (6) full voluntary retraining at the employer's expense.
- (c) because of the fundamental social and economic dislocation represented by the rapid development of micro-chip and other forms of contemporary technology, and because the employer promotes technological changes in the interest of increased profit levels, without regard to its impact on workers, the Union will demand the right to veto proposed technological changes;
- (d) the Union recognizes that the economic and political system controlling and organizing technology generally operates to demean the lives of workers.

In recognition of the history of fighting against the attacks and in recognition of the vital need for labour to develop a unified strategy with respect to technological change, the Union commits itself to:

- (1) organizing and working with all unions in telecommunications and related fields to ensure that workers share the benefits of technology;
- (2) fighting for an end to contracting out our members' work and increasing day shift positions;

- (3) fighting to classify upwards the jobs in the bargaining unit with the goal of one classification at the highest pay scale for all members of the bargaining unit;
- (4) organizing within the labour movement for a coherent and unified collective bargaining strategy around technological change.

### **A-15 Reclassification**

To meet the threat from Canada Post's introduction of new technologies into the postal system, the Union refuses to accept the reclassification of any new positions at a lower level or to the introduction of any new classes at a lower level.

### **A-16 Surveillance and Individual Work Measurement**

As part of the struggle against abusive and arbitrary control by the employer, the Union adamantly rejects electronic surveillance and any other form of covert surveillance and individual work measurement.

It is agreed that the LCRMS or any other work measurement system will not be used to assess the performance of an employee.

### **A-17 Acting Management and Management Courses**

The Union has learned through bitter experiences that the employer seeks only to undermine the integrity of the Union and its ability to represent the interests of its members by organizing and offering courses or conferences where Union members can attend, or offering acting management positions to our members.

Accordingly, the Union adopts as policy that no member of the Union shall take part in courses or conferences organized by the employer or by others which undermine the integrity of the Union. Similarly, no representative of management shall, under any circumstances, be invited to participate in any way in any Union activity.

### **A-18 Employer's Publications**

In order to wage a complete struggle against the employer's abuses and paternalism, the Union expresses its determination to represent its members by prohibiting any Union officer from contributing in any way to management publications or messages to postal workers. It also prohibits local Union publications from allowing management to contribute.

Instead, the Union promotes the autonomy of the Union, free from employer influence, as the forum for information and education of postal workers to the dangers of contributing to management publications.

### **A-19 Employer Surveys**

The Union will inform its members concerning the dangers of management surveys to determine the opinion of its members. These surveys, which management uses to affect the working conditions of the employees, and to counter Union demands at the bargaining table and to establish its own position, shall be made known to the members through Union education courses, through circular letters and at monthly meetings.

### **A-20 Lay-offs**

The Union opposes the reduction of our membership under any circumstances and therefore opposes lay-offs.



The Union is prepared to rally its members around the fight against any threat of lay-offs and will organize to take whatever steps are necessary to ensure protection against lay-offs at any time.

### **A-21 Oppose Service Reductions**

The Union recognizes that cut-backs in services by Canada Post threaten the job security of its members, as well as workers in other bargaining units.

The Union will take every possible step, including working with other CPC bargaining units, other unions, community organizations, and all other allies interested in opposing further service reductions, including any closure of corporate outlets to ensure that universal service in close proximity to the Canadian population is provided by CUPW members.

### **A-22 Universal Seniority**

The Union supports and will negotiate true universal seniority for all its members, with all employers.

This policy also includes that the Canadian Union of Postal Workers will negotiate out any and all barriers to true universal seniority in all collective agreements, such as knowledge, qualifications, groups, etc., taking into account all apprenticeship and equity issues.

### **A-23 Seniority**

The Union will strive to achieve that any employee who is part of a bargaining unit of the Union shall lose his/her seniority from the first day which he/she crosses a picket line authorized by the Union.

## **A-24 Affirmative Action**

CUPW calls upon the employer to implement an affirmative action program enabling racially visible persons, aboriginal peoples, the differently-abled and women access to full employment.

## **A-25 Postal Deregulation and Privatization**

The Union opposes any initiative by the government to privatize postal service in Canada and in Quebec and will support those unions in other countries that are fighting privatization and deregulation of their postal services.

The Union opposes the selling of shares to employees. Such a scheme is nothing more than a weak attempt to persuade postal workers to support profits instead of improved service.

The Union will oppose any attempt to take away Canada Post's exclusive privilege and will fight the removal of the universal service obligation.

The Union will raise the awareness of, and educate, the membership about the dangers of deregulation, privatization or the loss of the universal service obligation.

## **A-26 Home Working**

Employers are moving towards the use of home workers as a way of reducing operational costs, busting unions, isolating workers and decreasing wages.

Home working is being used by employers as a way to contract out work to cheap labour sources.

With the development of technology at Canada Post Corporation, jobs such as video encoding could become a portable function done out of the home, as proposed by the employer.

Many workers, many of whom are part-time, will be drawn to home working as it will reduce transportation costs and, at first, appear to alleviate child care and elder care responsibilities.

The Canadian Union of Postal Workers maintains that home working is not a solution to these problems.

The Union believes that creating full-time jobs and establishing a national accessible child care program will deal with the real issue of flexible part-time work and meeting the rising crisis of availability and affordability of child care.

Home working will only serve to increase stress for workers due to the double burden of increased productivity for the employer and meeting family responsibilities.

Home working will serve the employer by further isolating workers and creating job ghettos.

The health and safety of workers cannot be ensured with home working.

The Canadian Union of Postal Workers is opposed to the use of home working for all of the above reasons.

## **A-27 LCRMS and MSCWSS**

The Letter Carrier Route Measurement System (LCRMS) and the Mail Service Courier Workload Structuring System (MSCWSS) provide a measure of job security for group 2 employees by defining minimum staffing levels.

The employer is now mounting a concerted attack on the integrity of the LCRMS and the MSCWSS which is resulting in an attack on the job security of the group 2 workers.

The Union will undertake to maintain and improve the LCRMS and MSCWSS and mount a concerted education campaign for members on the importance of this as a collective job security issue.

The Union must strive to ensure the work measurement systems do not result in overburdening for any member.

### **A-28 International Labour Solidarity Fund**

In the next round of bargaining, the Union shall negotiate full control over the International Postal Fund.

### **A-29 Reduced Work Time**

The union members are working long hours with increasing workloads. Members find balancing work and family responsibilities an ever-increasing hardship, not only personally but on society. Employers believe it is up to our members to find solutions to work.

A shorter work week creates more full-time employment opportunities and improves the well-being of our members. The Union will educate and negotiate the benefits of a 32-hour work week without a reduction in pay for its members.

### **A-30 Health and Safety: A Priority for CUPW**

The Union believes that workers have a fundamental right to a safe and healthy workplace. Even more, we have the right to a work environment that provides for the highest state of physical, mental and general well-being.

As a primary direction the Union shall strive to achieve the highest health and safety standards in:

- contractual and legislative language and work measurement manuals and related standards;
- the ergonomic design of facilities, equipment, tools, job/work methods and all aspects related to work;
- environmental conditions;
- uniforms, protective clothing, footwear, devices and items used by workers.

The Union recognizes the vital need to develop and maintain a strong, unified strategy to combat the employer's archaic attitude towards health and safety. In line with the policy of workers control, the Union shall intensify the education of all members.

In addition, the Union will work to ensure that the CLC, Quebec Federation of Labour and the Provincial Federations of Labour will deploy adequate finances and personnel to undertake campaigns in all sectors of the country to promote activities that involve workers in health and safety matters, strengthen the laws regarding health and safety so that all workers are protected and to inform the public that work can be hazardous to their health.

### **A-31 Recovering wages and credits following an injury on duty**

The Union will take every measure necessary to ensure that, following an injury on duty or occupational disease, the employer cannot recover any payment, sick leave credits or other source of income already paid to the worker following a decision rendered by a provincial workers' compensation board.

## **B. THE ORIENTATION OF CUPW WITHIN THE LABOUR MOVEMENT**

### **B-1 Free Collective Bargaining**

Both in terms of its struggle with the employer and in terms of its orientation within the labour movement, the Union rejects all forms of wage restraints, whether in direct form or indirect, such as "Taxation Incentive Programs" or productivity-based increases.

The National Executive Board, upon the introduction of such controls, shall carry on intensive education programs amongst the membership and carry out necessary programs to end wage controls. The National Executive Board shall work within the CLC and the Quebec Federation of Labour to ensure the implementation of a program of action, including rallies, demonstrations, strikes and all other measures needed to defeat wage restraints. The union Locals shall fully participate in such programs and work to implement them at the District Labour Councils and Federations of Labour in their areas.

### **B-2 The Right to Strike**

Integral to the Union's orientation within the labour movement is the Union's insistence that labour must take the offensive in pushing back the attacks of employers. The Union rejects completely the logic of "belt-tightening" and "shared responsibility" for the economic crisis of our present system.

The Union will insist within the labour movement that real gains by workers can be realized only if labour organizes massive nationwide campaigns to ensure the right to full collective bargaining and the right to strike. Such campaigns must have as a focus the rejection of strike-busting back-to-work legislation, essential services acts, compulsory arbitration, right-to-work legislation and other similar attacks. The Union also insists that the campaigns be concretely geared to widening the right to strike and supporting all unions on strike, whether legally or illegally.

### **B-3 Picketing**

The Union believes that the right to engage in picketing activity, secondary picketing and to use "Hot Edicts" or boycotts is a fundamental right of the labour movement. The Union undertakes to work with the labour movement to ensure that these rights are upheld and the Union will actively work with Federations of Labour, the CLC and the Quebec Federation of Labour to oppose any attack on these rights.

### **B-4 Union Security**

The Union shall, through organization within the labour movement, demand of the governments for labour legislation to provide strong systems of union security providing that maintaining employment is subject to adherence to a certified union. This is a logical consequence of the freedom of association. It is normal that all those who benefit from the fruits of collective action be forced to participate in this action. The Union condemns and opposes all so-called "Right-to-Work" legislation and calls upon the CLC, Quebec Federation of Labour, Provincial Federations of Labour, Labour Councils and other unions to oppose such union-busting legislation and take whatever measures are necessary to defeat such restrictive legislation.

### **B-5 Industrial Democracy**

Because the Union recognizes that the power of the labour movement, and of our Union, rests on the collective strength of its members and because the Union views the interests of workers as conflicting with the interests of employers, the Union rejects all forms of "Industrial Democracy" and "Quality of Work Life" schemes promoting the notion of Union participation and co-operation in employer programs.

The National Executive Board will undertake the task of educating the membership of the Union on the dangers of "Industrial Democracy". As well, the National Executive Board will undertake at all appropriate forums to oppose within the labour movement those elements pursuing the goals of union involvement on Boards of Directors, union/employer "Work Life" programs and other forms of "Industrial Democracy".

Instead, the Union will promote the trade union principle that only the collective power of workers struggling against the power of the employer can result in real improvement for workers.

### **B-6 Tripartism**

In line with opposition to "Industrial Democracy", the Union condemns any and all attempts by labour bodies to establish a partnership between labour and government or between labour, government and employers.

Within the trade union movement, the Union wants to promote and strengthen a militant and combative front with which to oppose any form of collaboration with management and government serving management's interests.

### **B-7 Program of Action for Labour**

As the alternative to "Industrial Democracy", tripartite and bipartite schemes and other forms of class collaboration, the Union shall work with the Canadian Labour Congress, the Quebec Federation of Labour, the Provincial Federation of Labour and the Coalition of Black Trade Unionists (CBTU) to develop a participatory Action Plan that will inspire a new generation of activists to engage in real action to push back on the conservative neoliberal agenda.



In addition to the standard program that is adopted Convention after Convention, the Union shall ensure that direct action and civil disobedience programs are set up in all major Locals and in areas where Locals are prepared to engage in bold action to shake the conservatives off their perpetual attacks on public services, the environment and the rights of citizens including First Nations rights.

The Union shall ensure that any hired Campaign Coordinators are trained to deliver action-based programs at the Local level.

### **B-8 Co-operation with Other Unions**

The Union has learned through experience that employers and governments respect only the organized power of workers. We understand that, as the struggle between workers and employers intensifies, only a powerful and united labour movement will guarantee the continued existence and functioning of individual unions.

To this end, the Union commits itself to work with other progressive elements within the labour movement in building a stronger labour central capable of and willing to defend the interests of workers whenever their rights are threatened.

The Union will support other unions morally and financially in their individual struggles. The Union will also promote within the labour movement a program of action, including the establishment of strike support networks across the country geared to bringing the full weight of labour's power behind any union undergoing attacks from employers and governments.

## **B-9 Organizing the Unorganized**

The Union adheres to the principle that unorganized workers need to organize into unions.

The Union realizes that the existence of large numbers of unorganized workers allows for massive employer exploitation and oppression of these workers and fundamentally undermines the strength of the entire labour movement.

Recognizing that the task of organizing the unorganized into labour unions is very difficult, the Union pledges to support such organizing drives.

The Union pays specific attention to the 300 contracted post offices on Aboriginal Band Lands with about 600 workers that need protection.

The Union must play a pivotal role in protecting the rights of these workers and ensuring they have fair wages.

The Union will, under the guidance of the Aboriginal working group of the National Human Rights Committee, ensure that Band members work in their post offices.

The Union will ensure that this measure, which will increase the number of Aboriginal workers employed by Canada Post, is put forward.

The Union will lobby to have these numbers meet the national employment percentage rate.

In addition, the Union will work to ensure that the CLC, Quebec Federation of Labour and Provincial Federations of Labour will deploy adequate finances and personnel to undertake campaigns in all sections of the country for the purpose of organizing workers into trade unions.

As well, the Union is committed to working with other unions and labour bodies to remove labour legislation, which restricts workers' rights to organize into unions. The Union will push for amendments to labour legislation guaranteeing and protecting the right to organize and providing for strong penalties against employers who interfere with workers' rights to organize.

In closing, the Union is committed to providing adequate training to those persons co-ordinating and conducting organization drives.

## **B-10 Unemployment**

The Union believes that unemployment is the primary economic problem facing workers in our unplanned economy.

The Union will make every effort within the CLC and the Quebec Federation of Labour to have a real program around unemployment adopted.

The Union in its call for action campaigns against unemployment will promote a broadly-based fightback program involving all workers, including unemployed workers when at all possible.

The Union will advocate a program which includes a co-ordinated bargaining strategy demanding the shorter work week with no loss in pay and the use of technological change only when it is accompanied by guarantees that there will be no adverse effects on employees, that workers will share in any benefits of automation and that the total number of employees will not be reduced as a result of such changes.

The Union will also insist that this program include a campaign to end all plant shutdowns and mass lay-offs.

The Union promotes the development of a planned economy through a program of public ownership of key industries, the nationalization of financial institutions and the vast expansion of secondary industries and service industries as the basis for an end to the problems of unemployment.

### **B-11 Amalgamation**

The Union will be open to discussions with all other communications related unions with amalgamation in mind.

### **B-12 Labour Education**

The Union will work in conjunction with the labour movement to attempt to have a program of labour education prepared to be implemented within the provincial school systems.

CUPW will actively try to promote awareness about Trade Unions and Labour History through creating and then participating in workshops and lectures at High Schools, Colleges and Universities and we actively get involved in our Communities to build Alliances.

### **B-13 Workers' Daily Paper and Broadcasting Rights**

The Union will work within the CLC and the Quebec Federation of Labour to establish, as quickly as possible, a daily paper reflecting news, policies and programs of the labour movement across Canada.

As well, the Union will promote the principle that the labour movement as a whole should have the right to radio and television broadcasting time on the public networks in the same fashion as political parties.

## **B-14 International Workers' Solidarity**

The union recognizes that the increasingly global nature of corporate power demands the building of international solidarity between workers and their organizations around the world to fight the agenda of cheap labour and suppression of people's democratic rights.

The Union pledges its full support and involvement in building such links with the democratic movements and unions, insofar as its financial means and resources permit, and will provide resources to international solidarity projects where there are critical needs which CUPW can effectively contribute to filling.

The Union recognizes in particular the need to support workers' struggles in other countries. CUPW fully endorses the perspective that "we win when they win" and will encourage its locals to participate as much as possible in international working class solidarity activities.

## **B-15 Global Capitalism**

The Union recognizes that the current trend towards capitalist globalization results in increased power for transnational corporations and decreased power for workers. The current trend towards capitalist globalization involves free trade, privatization, contracting out and the sharp decline of government involvement in the areas of health, education and social programs.

This type of globalization is part of capitalism and as such, marks a dangerous worldwide trend. The union understands that the failure to fight against capitalist globalization will result in less jobs and poorer standards of living for workers in Canada, Quebec and the whole world.

The structural adjustment programs are a tool of capitalism, promoted by the International Monetary Fund and the World Bank under the guise of development. They are in fact programs that allow for the unencumbered movement of capital.

These programs include the privatization of the public sector, cuts to government spending, deregulation of prices on goods and services, including the cost of labour, artificially high interest rates to curtail the rate of inflation, removal of trade and exchange controls and currency devaluations.

The Union will work with coalitions and organizations on the international, national, regional and local levels that are working to defeat capitalist globalization.

The Union will work with other unions and organizations to develop and advance alternatives that promote control of a country's resources, production and development by the majority of people to meet their needs.

### **B-16 May Day: International Workers' Day**

The Union recognizes May 1<sup>st</sup> as International Workers' Day in recognition of working class struggles.

The Union recognizes May 1<sup>st</sup> as a Day of Action in solidarity with our brothers and sisters around the world.

### **B-17 Minimum Wage**

\* The Union will take an active role in achieving an increase to a \$15 per hour minimum wage in provinces that currently do not have so. CUPW will do so by working with organizations and unions that are working to achieve the same goal.

## **B-18 Collaborating on Education in the Labour Movement**

\* The Union shall, in conjunction with the CLC/FTQ, develop a suite of short education courses suitable for presentation in the context of a joint Labour Council CUPW Educational.

\* One such course shall be designed as an introduction to unionism for allies and those workers who are not, at the moment, members of a Union.

## **C. CUPW AND LEGISLATION**

### **C-1 Self-Determination**

In line with our belief that unions must fight on social issues, the Union supports the right of Quebeckers to self-determination. The Union supports the adoption of French as the official working language of Quebec.

The decisions to be made within the QFL, as well as all political and social issues in Quebec are under the jurisdiction of the Metro-Montreal and Quebec Regions.

That the Quebec Regions will have greater autonomy in the following areas:

- union education;
- social stewards;
- women's issues;
- international solidarity.

If one day the people of Quebec decide to become a sovereign state, that it be able to determine the structure that corresponds to its aspirations.

## **C-2 First Nations, Native Peoples, Métis, Inuit and all other aboriginal groups**

The Union recognizes the historical injustice done to the aboriginal people. The Union will support the struggle of First Nations, Native Peoples, Métis, Inuit and all other aboriginal groups, for self-determination, self-government and settlement of outstanding land claims.

The Union will work with native organizations who are struggling to achieve this right.

The Union will work with organizations and participate in coalitions to pressure government at all levels to settle native land claims and demand for self-determination and self-government.

The Union will support Aboriginal movements such as Idle No More.

The Union will support Aboriginal members and their participation in Aboriginal movements such as Idle No More.

\* The Union shall work with Aboriginal/First Nations representatives to demand that the Provincial and Territorial Governments of Canada adopt and create policies and practices that honour “*The Truth and Reconciliation Commission of Canada: Calls to Action.*”

\* The Union shall work with Aboriginal/First Nations representatives to demand that the Provincial and Territorial Governments of Canada adopt and recognize the Federal Government of Canada’s statutory holiday, which will be a National Day for Truth and Reconciliation.

\* The Union will advocate, ensuring that June 21 becomes a statutory holiday in all Canadian provinces.



### **C-3 Restrictive Legislation**

The Union believes that, in our socio-political system, the recognition and the free use of the right to strike are fundamental guarantees for workers to fully enjoy their right to negotiate and respect for their dignity by their employer. This is why the Union condemns any legislation restricting this right or its use, court actions and police repression during a period of conflict.

The Union strongly and publicly rejects repressive legislation, injunctions, injustices, the various forms of inequities and abuse negating the fundamental rights of the working class and supports, through union struggle, every union effort to oppose any repressive labour legislation.

The Union recognizes that the right to strike and negotiate a collective agreement is a fundamental right and not a privilege that can be taken away at any time.

The Union will develop, deliver and maintain broad based membership education on the importance of defending the right to strike and free collective bargaining. The Union commits to develop leadership skills to assist activists in building membership awareness and confidence in resisting regressive legislation.

The Union will develop a program of action within the labour movement to support all unions threatened with back-to-work legislation so that all the collective force of the labour movement brings to an end this great abuse of the most fundamental right of the working class.

### **C-4 Freedom of Speech**

The Union, through the central labour bodies, will organize to achieve the elimination of any kind of discrimination, the recognition of freedom of speech and the abolition of its prohibition or its restriction in labour laws and for elimination of section 32 of the Public Service Employment Act, the Federal Elections Act and all acts pertaining to restrictive legislation in order to ensure all public sector employees the right to free political action.

## **C-5 EI Cut-backs**

The Union opposes any form of EI cut-backs and will work with the Federations of Labour, the CLC and the Quebec Federation of Labour to develop a fight-back campaign.

## **C-6 Marijuana**

The Union supports the decriminalization of the simple possession and growth of marijuana for personal use. Persons with criminal records for simple possession or growth of marijuana for personal use should be unconditionally pardoned.

## **C-7 Parental Allowance**

The Union will work in conjunction with other unions and central labour bodies to have the Employment Insurance Act amended to provide for the same benefits to new adoptive parents and natural fathers as to mothers who give birth and keep their child.

## **C-8 Chemical Legislation**

The Union shall make representation to all labour and government bodies for more stringent regulations, safeguards and compensation for all workers against the adverse effects of chemicals presently used or that may be introduced.

## **C-9 Strikebreaking**

The Union believes that the right to strike goes hand in hand with prohibiting the use of strikebreakers. The Union will work with the entire labour movement to pressure all levels of government to adopt such legislation.

## **C-10 Negotiable Pension Plans**

The Union will seek more control of any pension plan involving CUPW members and retirees, by ensuring that investments comply with the policies of the Union.

Any surplus in a pension fund involving CUPW members and retirees will be used to their benefit and will exclude any contribution holiday.

## **C-11 Free Trade Agreements**

All free-trade agreements, including the North American Free Trade Agreement (NAFTA), the Free Trade Area of the Americas (FTAA) and all bilateral free-trade agreements are an extension of capitalism to maximize profits that results in the oppression of workers' rights.

The Union will work with organizations and participate in coalitions that are actively working to expose and dismantle all free-trade agreements.

CUPW will accelerate and increase its work with popular organizations worldwide, like the Peoples' Global Action, in order to increase awareness and resistance to free trade, privatization, the General Agreement on trade and Services (GATS), the World Trade Organization (WTO) and other forums and agents of global capitalism.

CUPW will work with the labour movement and our coalition partners to build actions opposing the GATS.

CUPW will provide education and direction in order to increase awareness and resistance to free trade, privatization, the GATS, the WTO and other forums and agents of global capitalism.

## **C-12 Stress - A Work-Related Injury**

The Union will seek to have stress, tendinitis, plantar fasciitis, chronic back problems and knee problems recognized through legislation as legitimate work-related injuries by Workers Compensation Boards/Commissions in Canada.

## **C-13 Job Creation**

The Union recognizes that over many decades worker productivity has been continually improving. We also recognize that the persistent high unemployment rate is to a large part due to the fact that the gains from improved productivity have not been shared with workers. We strongly believe that Canada and Quebec can reduce unemployment by following the example of most European countries. Therefore the CUPW will work with other interested groups for the passage of legislation that will:

1. introduce a thirty-two hour work week without loss of pay;
2. increase compulsory annual vacation with pay from the present two weeks (except in Saskatchewan which has three weeks) to four weeks;
3. reduce the retirement age that workers can retire without penalty from the present sixty-five to sixty years.

## **C-14 Protection from wage recovery following an injury on duty**

The Union will make a concerted effort with the entire labour movement, and especially with Unions under federal legislation, to standardize and amend current legislation to ensure that workers covered under federal legislation, including but not limited to the *Government Employee's Compensation Act*, have the same protection as other workers regarding the recovery of wages following an injury on duty or an occupational disease.

## **C-15 Family Day**

CUPW will undertake a lobby of the federal government to have Family Day recognized as a statutory holiday.

CUPW will make this a bargaining issue in urban, RSMC, and private sector bargaining unit negotiations.

## **C-16 Legalizing Prostitution**

CUPW will lobby the federal government to change the existing laws surrounding sex workers to legalize prostitution.

CUPW will support all actions to attain this right for all sex workers.

## **C-17 Target Benefit Pension Plans**

CUPW recognizes that Defined Benefit Pension Plans are far superior to Target Benefit Pension Plans. In a Defined Benefit Pension Plan, the worker is guaranteed a specific monthly benefit at retirement, and the amount of the benefit is known in advance and based on factors including age, earnings, and years of service. In a Target Benefit Pension Plan, the worker is not guaranteed a specific monthly benefit at retirement and this benefit could be reduced according to the financial health of the plan.

Sharing the risk under a Target Benefit Pension Plan means that current workers and retirees have the entire risk and the Employer has no risk.

CUPW knows that converting Defined Benefit Pension Plans to Target Benefit Pension Plans would hurt both retirees and current workers. Converting Defined Benefit Pension Plans to Target Benefit Pension Plans would have a negative impact on the lives of current retirees and will not protect the pensions of current workers.

CUPW will oppose any attempt to convert Defined Benefit Pension Plans to Target Benefit Pension Plans. CUPW will work to involve current workers, retirees and our allies in our struggle to maintain Defined Benefit Pension Plans.

### **C-18 Psychological Harassment**

\* The Union will commit to lobbying the government of Canada for legislation against workplace psychological harassment, while encouraging other civil society organizations to do the same.

\* The Union will work to negotiate future collective agreements that include provisions to prevent and protect our members from psychological harassment.

### **C-19 Domestic Violence**

\* The Union and its membership will work with their provincial federations of labour to lobby Provincial Governments to follow the example set out by the Province of Manitoba. The Union leadership will negotiate paid leave at the bargaining table for all victims of domestic violence and ensure safety and job security for all Canadians.

### **C-20 Postal Banking**

\* The Union will continue to lobby various levels of government with a view to establishing postal banking.

\* The Union will continue to ask for the public's support to help counter the powerful banking lobby.

\* The Union will ensure by every means necessary that, when postal banking is established, it will maintain a social and local service mandate that provides cheaper banking services, while investing part of its profits in the community.

## **C-21 Safe Corridor**

\* The Union will lobby the authorities responsible for public roads to ensure road users are required to provide a safe corridor for CUPW members.

## **C-22 Opposing So Called Right-to-Work Legislation**

\* The Union will actively lobby elected officials to stop all efforts to implement so-called right-to-work laws.

\* The Union will work in cooperation with organizations and coalitions who are opposed to so-called right-to-work laws.

\* The Union will develop a program of action to educate the membership, the public and elected officials about the realities, the real purpose and the adverse effects of so-called right-to-work laws.

## **C-23 Universal Pharma Care**

\* The Union will lobby and advocate for free universal pharma care, dental, paramedical and all other medical needs for Canadians.

## **C-24 Long-Term Care Facilities**

\* CUPW will lobby provincial and federal levels of government to improve staffing levels in long-term care facilities.

\* CUPW will encourage their members to write to their Premiers, Members of Legislative Assembly (MLA) and Members of Parliament (MPs) to increase the staffing ratio in long-term care facilities across the country and ask CUPW members to get involved in campaigns and activities organized to improve long-term care services.

## **D. CUPW AND SOCIAL ISSUES**

### **D-1 Social Equality**

The Union recognizes that this society is organized to maintain and perpetuate the inequality of certain groups of people. Unfortunately, this inequality has pervaded both the workplace and the labour movement. The Union believes that it is essential for the labour movement to fight for issues which affect both the social and economic lives of workers. The trade union movement must continue to fight for social issues in order to secure a better quality of life and standard of living for workers. A failure by the labour movement to fight for social issues will in the long run negate the economic gains made by workers.

The Union recognizes that women, racially visible workers and the differently-abled in the labour force experience greater oppression.

### **D-2 Equal Rights for Women**

The Union will work in conjunction with other unions, central labour bodies and any other organizations who share our common interests to support the struggle of women to gain equal and democratic rights in order to publicize and fight for these issues.

### **D-3 Equal Pay**

The Union recognizes that women earn substantially less than what men earn. The Union believes that this low pay divides working people and weakens all labour struggles. Therefore, the Union will support the concept of equal pay for work of equal value and will actively support struggles to achieve these goals.



## **D-4 Non-traditional Jobs**

The Union recognizes that women are concentrated in job ghettos with little or no access to higher-paid non-traditional jobs. The Union recognizes that this inequality increases the power of the employers and governments. Therefore, the Union will support unions and women's groups who are fighting for access to non-traditional jobs.

## **D-5 All Forms of Harassment, Violence and Discrimination**

The Union is actively concerned about the problem of all forms of harassment, violence and discrimination in the workplace, both management/worker and worker/worker.

That is why our union is taking a stand against all forms of harassment, violence and discrimination at any union function. If any union member is discouraged from participating in CUPW as a result of harassment, violence or discrimination, we are all weakened.

The Union recognizes the right of workers to work in an environment free from sexual harassment and is not prepared to allow any members to be subjected to this harassment in the workplace.

Harassment, violence and discrimination create tension and division between union members and go against the Union's principles of solidarity and equality. These principles are contained in our National Constitution.

Grounds of discrimination, harassment and violence are as follows:

- race and ethnic origin
- sexism
- sexual orientation
- gender identity

- differently abled
- personal harassment
- religion
- agism
- language
- marital and family status
- conviction for an offence for which a pardon has been received
- mentally challenged
- activism and participation in the union
- any other form

### To Be Read Regularly at Union Functions

Union solidarity is based on the belief that all union members are equal and deserve respect. Any behaviour that creates embarrassment or humiliation prevents us from working together.

We cannot allow or accept behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, or offensive environment.

Words, actions or conduct, which is racist, sexist, homophobic, or transphobic, divides us. So does discrimination on the basis of disability, age, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment or bullying. These are harmful and create feelings that make it difficult to work collectively. It can be covert and subtle or hateful and violent.

Different forms of harassment can be physical as well as psychological and can include: leering, unnecessary and unwanted physical contact, bullying, mobbing, ridicule, jokes, innuendoes, displaying of pornographic materials, and written actions that promote discrimination. Harassment can include taunting about a person's body, mannerisms or attire.

CUPW's policies and practices reflect our commitment to equality. We want this event to be a discrimination, harassment, and bullying-free zone to ensure that everyone's dignity is respected.

CUPW is asking everyone at this event to share in the responsibility of creating an environment free of harassment and bullying.

If you feel that you are experiencing or have experienced harassment, bullying, or discrimination or you are generally concerned about an incident or atmosphere at this function, you are encouraged to discuss it with Sister \_\_\_\_ or Brother \_\_\_\_ in complete confidentiality. Any incidents will be taken seriously.

By respecting each other's right to participate, we can ensure that our Union functions are respectful and build solidarity.

## **D-6 Bullying**

The Union is concerned about the problem of bullying in the workplace and the Union. The Union recognizes the right of workers and Union members to be in an environment that is free from bullying.

The Union strongly opposes bullying at all times and recognizes that bullying creates tension between Union members and denies members their full rights. The Union defines bullying as an abuse of power that degrades the victim.

The Union will actively work to make all union events and the workplace free from bullying.

The Union will educate its members about bullying in its education programs and publications, including the use of pamphlets, videos and posters.

\* All full-time officers of CUPW, members of executives at all levels of CUPW (national, regional and local) take mandatory training in order to recognize bullying and harassment and ways to prevent it.

### **D-7 Violence Against Women**

The Union shall support the fight to put an end to violence against women and children. The Union will support groups that provide services such as counselling, shelter and aid to women and families that have been assaulted or battered. The Union will support organizations that educate the public about violence and battering.

The Union will recognize December 6 as a "Day of Mourning" to remember the tragedy at the École polytechnique de Montréal and to bring to the attention of the membership and the public the reality of abused and battered women in Canada.

### **D-8 Abortion**

The Union believes that women in Canada cannot gain independence unless they are guaranteed access to safe, legal abortions. Therefore, the Union will endorse a woman's right to choose and will lobby for the repeal of section 251 of the Criminal Code. The Union will work within the labour movement and with other groups so that women in Canada can have access to safe, legal abortions.

### **D-9 International Women's Day**

The Union recognizes that International Women's Day, March 8, is the day to acknowledge and celebrate working women's struggles. The Union will encourage all its members to participate in and support action and events marking International Women's Day. The Union will educate its members about this day.

## **D-10 Committees**

The Union encourages the formation of committees at the local level as a means of developing a greater awareness of women's issues.

The Union actively encourages more women to become involved in the labour movement and to seek leadership positions within CUPW.

## **D-11 Parental Rights**

The Union believes that parents, both natural and adoptive, should not be penalized for their decision to have and raise children. Therefore, the Union will work with the labour movement, community organizations and women's groups for the establishment of legislation guaranteeing nine months paid parental leave for either parent at no loss of salary.

## **D-12 Child Care and Elder Care**

The Union opposes cut-backs in child care and elder care services and supports the concept of free 24-hour per day universal child care and elder care services as a responsibility of government.

\* The Union will lobby provincial and federal governments to fulfill their promises to create new child care spaces. The Union will also support the struggle for a national child and elder care program.

## **D-13 Day Care and Profit**

The Union understands that child-care-for-profit centres will result in a substantial deterioration of child care quality and will work with the labour movement and other organizations to bar the establishment of day-care-for-profit centres in all provinces of Canada.

## **D-14 Child Labour**

The CUPW believes that children have the right to be children, entitled to decent health care, education and a life free from exploitation.

The Union will support the work of non-governmental organizations and trade unions who work toward preventing child labour and protecting child labourers.

The Union will promote and monitor Fair Trade labels and child-free labels.

## **D-15 Health Care**

The Union believes that it is essential for all people to have access to free universal health care plans. The Union will promote the establishment and improvement of universal health, medical, drug, dental, optical and hearing plans for all Canadians. The Union will also oppose any attempts to erode our medicare system.

## **D-16 Racism**

The Union is opposed to racism in all its forms. We recognize that racism is a tool used by governments and big business to divide the working class. The Union recognizes that certain organizations are a threat to our fundamental democratic rights and will actively work to stop the activities of all organizations promoting racism. The Union will work with the labour movement and legitimate anti-racist groups to end racism. The Union understands that education is an important tool in combating racism and will develop internal education programs dealing with the threat of racism. The Union will also work to have such an education program carried out by the union movement.

## **D-17 Lesbian, Gay and Bisexual Rights**

\* The Union recognizes that lesbian, gay and bisexual workers face discrimination in both the workplace and society at large. The Union will call upon the CLC, Quebec Federation of Labour and Federations of Labour to encourage all unions to include sexual orientation in the anti-discrimination clauses of their constitutions and collective agreements. The Union will support organizations which are actively fighting for these goals and fighting against the harassment of gay, lesbian and bisexual workers, in and outside their places of work.

\* The Union will support and work with organizations that are fighting for same-sex benefits and will attempt to have these benefits applied to its own members. Similarly, the Union will support and work with organizations fighting for full equality under the law for gays, lesbians and bisexuals.

## **D-18 Rights of Transgender Workers**

The Union recognizes that transgender workers face discrimination in the workplace, society at large and the Union. The Union recognizes that all people, regardless of their gender identity and/or gender expression, have a right to be treated with fairness, respect and dignity.

The Union strongly opposes discrimination based on gender expression and/or gender identity. The Union will work with other union organizations and community organizations to protect, defend and expand the rights of transgender people.

The Union will develop an internal union education program outlining the experiences and situation of transgender people. The Union will develop an internal union education program to challenge and counter transphobia.

## **D-19 Rights of the Differently Abled**

The Union recognizes that workers who are differently abled face discrimination both in the workplace and in their communities. The Union will support those organizations of differently abled people who are fighting against discrimination and for equality in our society and in the workplace.

The Union will examine ways to include differently abled members in the Union. The Union must recognize and respect the rights of differently abled members. The Union and its leadership must recognize and respect the need to accommodate all members by ensuring that union offices, workplaces and all events are fully accessible.

## **D-20 Guaranteed Annual Income**

The Union believes that all people have the right to an adequate income. Therefore, the Union supports the concept of a guaranteed annual income.

## **D-21 Social Solidarity**

The Canadian Union of Postal Workers is committed to building a wide base of social, economic and political solidarity, a common front diverse in issues and people yet strong and united.

The creation of an alternative vision and future of Canada based on equality and justice is a vision that puts people before profit, caring before competitiveness and a future that brings a decent standard of living to all Canadians.

The Canadian Union of Postal Workers recognizes the attack by the government on our disadvantaged and jobless citizens in relation to workfare legislation.



The Canadian Union of Postal Workers supports welfare reform which improves the quality of life and living standards of people who need social assistance, training as a right, reform of the tax system and a ban of workfare.

## **D-22 Cuba**

Cuba is a country struggling to maintain its identity, politics and culture, faced with the United States of America imposed embargo.

The Helms-Burton Laws is draconian, evil and dictatorial and the people of Cuba are suffering from shortages including food, medicines, educational supplies and most of the basic necessities of life.

Cubans should be the ones to direct their own futures and should be the ones to elect their form of government.

CUPW actively supports the Cuban people by opposing the Helms-Burton Law, opposing the United States embargo against Cuba, calling on the Canadian government to pressure all countries around the world to intervene peacefully on Cuba's behalf, calling on the US government to withdraw support for the Helms-Burton Law and the embargo against Cuba.

CUPW encourages delegations of members to Cuba to escalate International Solidarity work with Cuban workers by assisting with the setting up of solidarity committees in the locals across the country.

CUPW will invite Cuban workers to visit our Union offices and locals in Canada.

The Union pledges international solidarity with the Cuban workers. Insofar as possible, the national and regional education programs will include material on the Cuban struggle.

CUPW will co-operate with unions, coalitions and various organizations fighting to ensure that the principle of non-economic interference in the affairs of a country by another is applied.

CUPW recognizes that Ramon Labanino, Rene Gonzalez, Fernando Gonzalez, Antonio Guerrero and Gerardo Hernandez, known as ‘Cuban Five’, had a mission to protect Cuba from anti-Cuban activity based in the United States.

CUPW recognizes that the activities of the Cuban Five did not involve violence against the US, use of weapons, property damage, or the transfer of any classified material, CUPW demands that the US government free the Cuban Five political prisoners held in US prisons.

CUPW will work with our allies to pressure the US Government to allow the right of regular visits, including the immediate granting of humanitarian visas to the partners of the Cuban Five.

CUPW will work our allies to pressure the US government to immediately allow all US citizens unrestricted travel to Cuba.”

### **D-23 Colombia**

Colombia has been the subject of social, political and armed conflict for over 60 years.

Colombia remains the most dangerous country to be a trade unionist, with more than 3,000 men and women murdered in the last 25 years for trying to organize in the workplace. More labour leaders are killed there every year than in the rest of the world combined.

Since 1985, over 4.6 million Colombians have been displaced, killing over 200 human rights defenders since 2008.

Since its earlier “Plan Colombia” project, a failed “anti-drug” initiative, the US has given Colombia over \$5 billion, with most of this going to Colombia’s military and police services. The Union will call upon governments to oppose so-called strategies such as “Plan Colombia.”

International solidarity work around Colombia will be a major priority for CUPW. CUPW will maintain a bilateral relationship with STPC, the Colombian postal union. The Union will support UNI, CLC and QFL solidarity projects with Colombia, including campaigns opposing the negative impacts of so-called “Free Trade” agreements, and will continue to support the Canada-Colombia campaign in support of the “invisible popular struggles” of Colombian people and organizations for peace and social transformation.

The union representatives on the Pension Advisory Council will oppose all investments in Canadian mining companies in Colombia not adhering to ILO 169 (free, prior and informed consent) and social responsibility laws of the land.

The Union will adopt a position supporting a negotiated, political solution to the Colombian conflict featuring the direct participation of the social and popular movements in Colombia at the bargaining table.

## **D-24 Peace and Disarmament**

War and militarism cause death, grief, hardship and suffering for innocent people all around the world.

While recognizing that people living under repressive regimes may engage in guerrilla or military actions to seek freedom from repression and to stop the killing, torture and suffering in their countries, CUPW believes there are alternatives to war.

Governments must find political, peaceful solutions to political, economic and ideological conflicts.

Individuals or states who commit acts of terrorism must be brought to justice through international law.

Terror and insecurity must be curtailed through the strengthening of international laws, reducing disparities between rich and poor, men and women, building democracy, replacing the global war economy, and ending the arms trade.

Real security emanates from respect for democracy and equality, preservation of the environment, access to social programs and public services, respect for human rights, the eradication of poverty, and expansion of workers' rights.

The Union will continue to work in coalition with others to oppose war and to promote peace, social justice and security for all people.

The Union recognizes that nuclear war is a major threat to our continued existence as a civilization. The Union is totally and unequivocally opposed to the development, stockpiling and use of nuclear weapons. The Union will actively work with organizations opposing nuclear weapons and will support groups working for disarmament.

The Union will work with our allies in the peace movement to ensure reduced military expenditures will result in improved social programs and will support campaigns for military conversion.

The Union is opposed to both conventional and biological weapons.

## **D-25 Quality Public Services**

CUPW recognizes that public services enhance the quality of peoples' lives and are fundamental to the creation of societies that are equal, prosperous and democratic. When public services are universally available, they nourish and enrich our lives and promote solidarity within our communities.

CUPW participates in the building of a better world where governments, unions and civil society work together to create a new vision of public services for all.

CUPW supports the call for the adoption of a global agenda for quality public services.

CUPW understands the elements of this agenda are:

- A commitment to the right to public services that are universal in their reach and availability, irrespective of social and economic conditions;
- A recognition that quality public services are required for the equitable distribution of the benefits of growth;
- The need to adopt policies and strategies that meet the needs of everyone in society to have access to culture, communications, transport, health and education, as well as cultural and political freedoms and the right to enjoy decent conditions at work.

The Canadian Union of Postal Workers affirms that quality public services are essential to:

- Respond to the threats of climate change and seize the opportunities to create green economies;

- Provide a foundation for the future, through better education and health for children and young people;
- Attain equality.

The Canadian Union of Postal Workers will work with global unions, community and labour organizations and other allies to support and promote universal quality public services.

## **D-26 Ending Violence against Aboriginal Women**

CUPW is committed to ending the epidemic of violence faced by Aboriginal women.

CUPW will:

- Call on all levels of government to work closely with Aboriginal women's organizations to develop a comprehensive and coordinated program of action to stop violence against Aboriginal women.
- Call for the establishment of measures to ensure that police thoroughly investigate all reports of missing women and girls.
- Call on the Canadian government to provide adequate, stable funding to the frontline organizations providing culturally-appropriate services such as shelter, support and counselling to help Aboriginal women and girls escape violence.
- Work with allies to create awareness of a shuttle service on the Highway of Tears and lobby all levels of governments to ensure this recommendation occurs, as soon as possible.

CUPW supports a public inquiry into the systemic problem of missing and murdered Aboriginal women in Canada.

CUPW will support initiatives to end violence and racism against Aboriginal women including but not limited to the Walk4Justice and Sisters in Spirit.

### **D-27 HIV/AIDS**

CUPW will develop model collective agreement language and educational programs that protect the rights of people living with HIV/AIDS.

CUPW will work with allies to develop policy and advocate that federal, provincial, and municipal governments adopt policies that ensure employers make the workplace safe for those living with HIV/AIDS and their co-workers and combat discrimination against those with HIV/AIDS.

CUPW will work with allies to develop public education tools including gender empowerment, the ability of women and girls to protect themselves from illness and HIV infection.

CUPW will continue to work with allies to advocate for fully-funded, consistent, not-for-profit health care including treatments and medications.

CUPW will encourage and support the CLC, FTQ and our international federations, including Union Network International and the International Federation of Transport Workers to immediately develop and implement an education campaign to fight HIV/AIDS.

## **D-28 Vienna Declaration**

CUPW recognizes that the Vienna Declaration is a statement calling for the incorporation of scientific evidence into drug policies. Research shows that an over-reliance on drug law enforcement has resulted in overwhelmingly negative health and social consequences.

The Canadian Union of Postal Workers endorses the Vienna Declaration and calls on governments and international organizations, including the United Nations to:

- Undertake a transparent review of the effectiveness of current drug policies;
- Implement and evaluate a science-based public health approach to address the individual and community harms stemming from illicit drug use;
- Decriminalize drug users, scale up evidence-based drug dependence treatment options and abolish ineffective compulsory drug treatment centres;
- Endorse and scale up funding for the implementation of the comprehensive package of HIV interventions;
- Meaningfully involve members of the affected community in developing monitoring and implementing services and policies that affect their lives.

## **D-29 Working Language**

The Union recognizes the legitimacy of the use of the French language as the official working language of Quebec.



### **D-30 Housing**

The Union believes that decent housing is a fundamental right of all Canadians. Therefore, the Union will support campaigns for decent low-cost housing. The Union also believes that high rents are a form of profit gouging and will work for the establishment of rent controls across Canada.

### **D-31 Day of Mourning**

The Union shall seek to have April 28 declared and recognized as a day of mourning. As far as Quebec is concerned, that day will be the Wednesday of the week recognized as Health and Safety Week.

The Union shall seek to have this day declared a statutory holiday to commemorate those workers who have died or suffered injury in the workplace.

### **D-32 Network of Social Stewards**

The Union believes in the importance of a network of social stewards which would provide a union alternative to the employer's Employee Assistance Programs (EAP).

What is a social steward?

A social steward acts as resource person to ensure the well-being of a brother or sister who is experiencing difficulties that are not covered by the collective agreement. It is also someone who is free of any link to authority and able to provide confidential help to a worker while respecting his or her choices.

What is the role of a social steward?

A social steward's role is to listen to people to help them identify their problems and find solutions, to provide timely help in referring someone to appropriate resources, while ensuring that any conversation or assistance provided is consistent with the following basic tenets of social labour action:

- well-being of members;
- help offered as equals;
- free and voluntary;
- personal respect;
- confidentiality.

What kinds of problems can be dealt with?

There are many areas possible, for example:

- alcoholism/drug addiction;
- drug dependency;
- family environment;
- interpersonal relationships;
- mental health;
- debts;
- others.

Prevention is a part of any type of involvement. When help is sought, the social steward helps the worker become aware of his or her difficulties and available resources, as well as providing adequate support and follow-up to the person seeking help.

To whom is help provided?

Help is provided to any sister or brother who needs information, reassurance, referrals, help, support, or someone to listen.

The Union ensures the development of the counselling network through basic union training designed to:

- develop listening skills;
- learn about available resources;
- assist in prevention.

The Union will take all means necessary to have social stewards recognized contractually by the employers and to this end will recover monies from the employers' EAP so that the social stewards network can consolidate and provide services to the members and establish rights similar to those of union stewards.

### **D-33 Alternative Media**

The Union recognizes that mainstream media continues to promote an ideology harmful to both workers' interests and the environment. The Union also recognizes that the concentration of the media in the hands of powerful business interests is harmful to a democratic society. The Union will therefore actively encourage and support the development and proliferation of progressive, alternative media in Canada. The Union will encourage Locals to support progressive media projects in their communities.

### **D-34 Precautionary Cessation of Work**

CUPW recognizes that periods of precautionary cessation of work for pregnant employees, as provided for in the *Canada Labour Code*, are not compensated.

Therefore CUPW, in collaboration with the labour movement, pressure groups and political parties, endeavour to obtain that precautionary cessations of work be paid for pregnant employees everywhere in the country.

### **D-35 Aboriginal Hiring**

CUPW recognizes that Canada's workforce does not reflect employment equity for Aboriginal, First Nations, Métis and Inuit people.

CUPW is concerned that the hiring practices of Canadian employers do not reflect a willingness to significantly increase the number of Aboriginal, First Nations, Métis and Inuit people in their workforces.

CUPW will negotiate provisions with employers wherein Aboriginal, First Nation, Métis and Inuit peoples are hired on a priority basis until such time as they meet or exceed employment equity targets. Any such provisions must respect the principles of seniority rights.

### **D-36 Palestine**

The Canadian Union of Postal Workers supports the rights of the Palestinian people for respect, justice and peace.

The Canadian Union of Postal Workers recognizes that the so-called separation wall, the occupation of the West Bank and siege on Gaza are major obstacles to justice and a lasting peace.

The Canadian Union of Postal Workers will work in solidarity with organizations working for peace in Israel and Palestine.

CUPW will call for and actively work towards an end to the suicide bombings, military assaults and other acts of violence that take the lives of innocent people and demand that the Israeli-West Bank barrier be immediately torn down in accordance with United Nations (UN) resolutions.

CUPW will demand that the Israeli government immediately withdraw from the occupied territories in accordance with UN resolution 242.

CUPW will call on the Canadian government to increase humanitarian aid to Palestinians.

CUPW will support the international campaign of boycott, divestment and sanctions until Israel recognizes the right of Palestinian people to self-determination and complies with international law including the right of Palestinian refugees to return to their homes as stipulated in UN resolution 194.

### **D-37 Remittances**

The Canadian Union of Postal Workers recognizes the UNI Global union is currently working to ensure that public postal services provide an efficient, secure, low-cost system for transferring money.

The Canadian Union of Postal Workers will work with our global unions and with organizations supporting immigrant and migrant workers to ensure that Canada Post provides remittance services in an affordable and transparent manner.

### **D-38 Migrant Workers**

The Canadian Union of Postal Workers will work with our allies to:

- Call for a Migrant Worker Commission that will serve as an overarching authority for Labour migration programs;
- Ensure Labour standards are met and enforced;
- Place severe restrictions on the use of Labour brokers/recruiters;
- Ensure that employers seeking access to any temporary foreign worker program have first fully exhausted efforts to employ workers who are present in the Labour market.

CUPW will also press the Federal Government to provide a clear path for permanent residency status for interested migrant workers and their families.

CUPW calls for comprehensive funding for immigration and settlement agencies and allies who can be advocates for migrant workers.

### **D-39 Sri Lanka**

CUPW recognizes that the Sinhala people and the Tamil people have been living on the island, currently known as Sri Lanka and had their own separate kingdoms until the European invasions. The Tamils have been fighting for their independence to create a country known as Tamil Eelam, for many years.

The government of Sri Lanka and the Tamil parties have failed to resolve the Tamil issue, while the death, destruction and suffering of the Tamil people continues unabated.

Therefore CUPW will actively work toward an end to military assaults and other acts of violence that take the lives of innocent people in Sri Lanka.

CUPW will also demand that the Sri Lankan government immediately withdraw from the Tamil Eelam. The Union will call on the Canadian government to increase humanitarian aid to the Tamil people.

CUPW will work in solidarity with Tamils and human rights organizations in developing an education campaign about the apartheid nature of the state of Sri Lanka and Canada's support for these practices, and will Research the Canadian government's policy on monetary aid to Sri Lanka.

CUPW will work with other unions to lobby against the apartheid-like practices of the Sri Lankan state.

CUPW will lobby the Canadian government to persuade the government of Sri Lanka to stop the human rights violations against Tamils and to give free access to the UN-appointed panel into Tamil homeland to meet with the Tamil population of the land and to conduct impartial investigation on Tamil genocide, war crimes and human rights violations during war in 2009.

CUPW will work with our allies to lobby the government of Canada to initiate a review on its policies on economic co-operations and financial aid to the government of Sri Lanka in lights of its records of human rights, freedom of speech and media.

#### **D-40 Prayer Room**

CUPW recognizes that, in order to fully participate in Union functions, some members require prayer rooms. As a result, CUPW will work to ensure that members have access to prayer rooms at union functions.

CUPW will continue to demand that Canada Post and other employers provide prayer rooms in all newly constructed facilities.

#### **D-41 Hydraulic Fracturing**

CUPW shall work with community and environmental organizations to support the struggle against “fracking.”

CUPW opposes the hydraulic fracturing process in its present or any future form.

CUPW will lobby all levels of government to ban fracking to ensure current and future generations will have safe drinking water.

#### **D-42 High Interest Rates**

CUPW recognizes that a higher percentage of working class people are living below the poverty line.

Companies such as Insta Loan, Money Express and Money Mart, and others feed off the poor and working class.

The higher fees charged by these companies are an attack on the working poor.

The Union supports lobbies that ask the government for more stringent regulations and safeguards that protect the poor and working poor in regard to the fees charged to these individuals by companies such as Insta Loan, Money Express and Money Mart, and others that feed off the poor and working class.

The Union will lobby for the ban of such companies.

#### **D-43 Support Mechanisms for Adults with Special Needs**

The Union shall work with our allies in the labour movement and in the community to improve the supports available to those individuals with special needs as they transition from being dependent children to becoming legally adult, and thereafter, so that these people in need shall be able to live as full an independent a life as possible, given their life circumstances.

The Union will lobby provincial governments and the federal government to advocate for the needs of these individuals and their families. The Union will lobby provincial and federal governments to increase the services, employment opportunities and expand financial support.

#### **D-44 Gender Neutral Language**

\* The Union recognizes that Transgender workers face discrimination in society, in the workplace and in the labour movement. CUPW knows that all people, regardless of their gender identity and/or gender expression, have a right to be treated with fairness, respect and dignity.



\* The Union recognizes that the use of certain language such as Sister and Brother does not include Union members who are gender variant and/or who identify outside the female/male gender binary.

\* The Union recognizes that language conveys powerful messages of inclusion and exclusion. CUPW is committed to building a Union that is inclusive of members who are gender variant and/or who identify outside the female/male gender binary. CUPW recognizes this means the Union must change *when language permits* the language used when referring to union members.

\* The Union will adopt, when language permits, inclusive gender-neutral language to address union members, in order to be welcoming and inclusive of all of our members.

\* The Union will also adopt, when language permits, gender neutral language when referring to union members, in all publications including but not limited to bulletins, letters, forms and the National Constitution.

\* The Union will take steps to require that employers of all CUPW bargaining units use, when language permits, gender neutral language in collective agreements and other documents and publications.

\* The Union reaffirms its practice of ensuring that positions reserved for women be open to all members identifying as women and that positions reserved for men be open to all members identifying as men and that these positions be open to those who are gender variant and/or who identify outside the female/male gender binary.

## **E. GENERAL**

### **E-1 Boycotts**

The Union, at all levels, will actively support and publicize to its membership any "Hot Edict" and labour-inspired boycott.

The national journal will carry a "Hot List" in every issue. In addition, all the Union journals and papers at all levels will be strongly urged to do likewise. This is seen as a way to further strengthen labour solidarity.

The members of the Union shall be encouraged to patronize union shops and buy "union label" goods.

### **E-2 Bilingualism**

National officers of the Union shall be given the opportunity of becoming bilingual in both official languages at the expense of the National Union.

The National President shall become bilingual after his or her election.

### **E-3 Smoking**

Smoking shall be limited to designated smoking areas during Education Seminars, Area Council Meetings, Regional Conferences and National Conventions.

### **E-4 Opposition to Any Messenger Services Organized During a Conflict**

The Union opposes any form of courier and/or messenger service when engaged in a conflict with the boss.

When the Union is engaged in a conflict with the boss, no member or members shall carry out or assist in carrying out any work normally performed by the bargaining unit.

When engaged in a conflict with the boss, no member or members shall deliver or assist in the delivery of material normally handled by the bargaining unit.

### **E-5 Use of Private Vehicles**

The Union recognizes the adverse environmental impact of the use of private vehicles and promotes the use of public transportation whenever possible.

The Union discourages the use of private vehicles in the urban postal operations, by its members who are in the letter carrier and mail service courier functions.

Use of private vehicles contributes to a loss of positions in the letter carrier and mail service courier functions.

### **E-6 International Solidarity Delegations**

CUPW recognizes that an important component of International Solidarity is participation in International Solidarity delegations. CUPW wants to continue to make these delegations informative, mutually effective and solidarity building.

CUPW will continue to establish strategic and clear objectives for these delegations.

CUPW will continue to develop a process for requests to participate in delegations that involves specific selection criteria and follow-up requirements.

\* The Union will, when a call is put out for union events or international solidarity delegations, do so in a timely manner, giving locals time to distribute the materials to its membership.

## **E-7 Services Between Regions**

There are barriers in the current membership service structure that lead to additional costs.

This service structure occasionally limits our ability to provide these services in an efficient manner.

Eliminating these barriers would allow us to provide these services more efficiently, especially for arbitration, and more cost-effectively.

CUPW recognizes that membership services may also be provided by union officers or representatives from a regional office other than the one that would normally have jurisdiction over the local.

## **E-8 Tentative Agreement**

\* The Union will provide a copy of the tentative agreement on a data storage medium and printed copies to be made available in sufficient quantities to fulfil requests from locals.

\* The Union will produce a tabloid detailing only the proposed changes to be included in the tentative agreement to be sent to the entire membership.

## **E-9 Membership Cards**

\* CUPW membership cards will remain valid so long as a member has an employment relationship within a CUPW certified bargaining unit.

\* Membership card replacement or reprinting process to be established to provide for the loss or alteration of the card.

## **F. CUPW AND THE ENVIRONMENT**

### **F-1 Fundamental Environmental Principles**

CUPW is committed to being a progressive and creative force in the areas of environmental stewardship and sustainable resource use. CUPW realizes its activities have an effect on the environment and accepts responsibility to promote environmental awareness, good environmental stewardship and sustainable resource use. Furthermore, CUPW recognizes that the fundamental goals for the social justice movement and the environment movements are often one and the same. As such CUPW will seek to build solidarity between the Union and environmental groups.

CUPW is committed to the following:

#### **1. Fundamental Principles:**

- Raise awareness of environmental issues;
- Promote good environmental stewardship;
- Promote respect for biodiversity;
- Minimize adverse effects on the environment.
- Promote conservation and wise use of all resources.

#### **2. Specific Objectives:**

- Minimize energy use through conscientious operational practices;
- Minimize waste generation through responsible environmental stewardship: reduce, reuse and recycle responsibly;
- Encourage all members of CUPW to become more environmentally aware;
- Create standing policies and guidelines for the day-to-day operation of CUPW facilities that will guide CUPW officers and members towards the fundamental principles outlined herein.

- Work to ensure that Canada Post Corporation is taking sufficient measures to show leadership in reducing emissions from its facilities and vehicle fleet.
- \* • Support efforts by those working on solutions to mitigate the impact of our economy and its institutions on our environment through reduction of green house gases and our carbon footprint.
- \* • Demand that the federal government respect both national and international treaties on climate change.
- \* • Where practicable, CUPW obtain hybrid or electric vehicles.

## **F-2 Nuclear Energy**

The Union opposes the use of nuclear energy and calls for a moratorium on nuclear power development. The Union calls upon the government of Canada to give financial support to the development of alternate energy sources for the future energy needs of all Canada.

## **F-3 Pollution**

The Union shall work to ensure that governments at all levels establish necessary safeguards against pollution. We shall demand that governments seek compensation from any company or person polluting our environment and insist that industrial standards are stringently enforced. We will work with the labour movement to accomplish these goals.

Further, the Union demands that the different levels of governments deny the use of Canadian territory including land, air and water, to any company, Canadian or foreign, refusing to take adequate safeguards to prevent pollution.

## **F-4 Water**

The Union recognizes that water is essential to life and should be treated as a common resource for the good of all people. CUPW will oppose all attempts to privatize or sell off water resources. CUPW will continue to oppose the inclusion of water in any trade agreement.

The Union will work with the labour movement, our coalition partners, community organizations and other groups for the establishment of legislation guaranteeing universal clean water for all.

## **F-5 National Resources**

The Union demands that adequate measures be taken to prevent foreign and Canadian interests from exploiting the national wealth of Canada. The Union calls for the nationalization of all resource industries without compensation. Governments must ensure that these resources are developed in accordance with collective needs.

## **F-6 Protecting our Planet**

CUPW recognizes we all have to take responsibility to save our planet.

CUPW will lobby governments at all levels to take concrete action and protect our planet.

CUPW will work to reduce duplication of papers, travel and carbon footprints. The Union will also work to promote the use of hybrid vehicles.

CUPW will encourage its members to use public transit as well as alternate modes of transportation including but not limited to car pooling and cycling.