

# CUPE LOCAL 401 BYLAWS



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# **CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401 BYLAWS**

## **PREAMBLE**

We, the public employees of the Town of Ladysmith, the City of Nanaimo, the Vancouver Island Regional Library, the City of Parksville, the Town of Qualicum Beach, the Regional District of Nanaimo, the North Cedar Improvement District, the District of Lantzville, the City of Campbell River, Bamfield Marine Sciences Centre, Village of Port Alice, District of Port Hardy, the School District No. 85, Town of Port McNeill, and Vancouver Island Conference Centre, believe it to be a natural right of those who toil to unite together for mutual protection and advancement. This document is without regard to gender, race, ability, sexual orientation, class, religion or ethnic origin. In order to involve as many of our members as possible through the sharing of duties and responsibilities, and to enjoy to the fullest extent the wealth created by our labours, we hereby accept the following Bylaws for the governing of this Local:

## **SECTION 1 – NAME**

The name of this Local shall be:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**  
(See Appendix “C” for the structure of the Union)

## **SECTION 2 - OBJECTIVES**

The objectives of this Local are to:

- a) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers.
- b) Support CUPE in reaching the goals set out in Article II of the National Constitution.
- c) Provide an opportunity for its members to influence and shape their future through free and democratic trade unionism.
- d) Encourage the settlement by negotiation of all disputes between the members and their employers.

### **SECTION 3 – INTERPRETATION AND DEFINITIONS**

Numbers of Articles at the end of sections or sub-sections refer to relevant Articles of the CUPE Constitution which should be read in conjunction with these Bylaws.

### **SECTION 4 – MEMBERSHIP MEETINGS: REGULAR AND SPECIAL**

- a) Regular Membership meetings shall be held in December, March and June followed by the Annual General Meeting in September and shall take place on the second Tuesday of the month at 7:00 p.m. with the exception of the Annual General Meeting in September. The Annual General Meeting shall be held on the second Sunday of September at 11:00 a.m. and in accordance with Section 4(c) of the Bylaws.  
If a regular General Meeting change is required, the Executive Board shall give one weeks' notice of any such change.
- b) Special meetings may be ordered by the Executive Board or requested in writing by no fewer than fifteen members (15). A simple majority of the petitioners must be in attendance at this meeting. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least 24 hours notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.
- c) In the event of a special meeting, Local 401 will hold two meetings on the day of such meetings.
- d) A quorum for the transaction of business at any regular or special meeting shall be 18 members, including at least three (3) members of the Executive Board.
- e) ` Annual General Meeting  
The Annual General Meeting to be held on the second (2<sup>nd</sup>) Sunday in September shall be to elect and install officers to fill all existing vacancies. Regular Union business will also be conducted at this meeting.

The following shall submit written annual reports:

1. Executive Board
2. Secretary-Treasurer
3. Education Committee
4. Health and Safety Committee
5. Member's Forum
6. Political Action and Publicity Committee
7. Hardship
8. Water Watch
9. Other Committees as requested by the Executive

f) The fiscal year for this Local shall be from January 01 to December 31.

g) The order of business at Regular Membership meetings is as follows:

1. Traditional Land Acknowledgement
2. Equality Statement
3. Roll Call of Officers
4. New Member Initiation
5. Reading of Minutes of Previous Meeting
6. Matters Arising from Minutes
7. Treasurer's Report
8. Correspondence
9. Committee Reports:  
Negotiations, Budget, Grievance, Education, Political Action/Publicity,  
Sunshine, Hardship, Member's Forum, Health and Safety, WCB, Labour  
Management/Second Vice Presidents, Delegates, Bylaw, Trustees,  
Conference/Seminars, Water Watch
10. Nominations, Elections and Installations
11. Old Business
12. New Business
13. Good of the Union
14. Adjournment

## **SECTION 5 – OFFICERS**

The Officers of the Local shall be:

- President\*
- 1<sup>st</sup> Vice President\*
- Secretary-Treasurer\*
- Recording Secretary\*
- 2<sup>nd</sup> Vice Presidents fifteen (15)\*
- Sergeant-at-Arms
- Three (3) Trustees
- Job Stewards
- Specialty Stewards

\*Executive Board

One Trustee shall be elected annually for a three (3) year term, or in case of vacancies occurring, elect Trustees to fill only the un-expired terms in order to preserve overlapping terms of office.

All officers of this Local shall adhere to Policies & Procedures as determined by the membership. The maintenance of the Policies & Procedures Manual shall be as outlined in Appendix “D”, Policy 1.1.

## **SECTION 6 – EXECUTIVE BOARD**

a) The Executive Board shall be the governing body of the Local Union when the membership is not in session. It shall take such action and render such decisions as may be necessary to carry out the decisions and instructions of the members, and to enforce the provisions of the Local's Bylaws.

b) The Executive Board shall consist of the President, 1<sup>st</sup> Vice President, Secretary-Treasurer, Recording-Secretary, and all fifteen (15) 2<sup>nd</sup> Vice Presidents.

c) The Board shall meet at least once every month, prior to the regular monthly meeting.

d) Eight (8) members of the Executive shall constitute quorum for the purpose of Executive meetings.

e) The Executive Officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.

f) The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.

g) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

h) Should any Officer fail to perform their duties as outlined in these Bylaws or fail to answer the roll call for three (3) consecutive membership meetings, or in the case of the Executive, three (3) regular board meetings, without having submitted good reason for those failures, their office can be declared vacant by the Executive. Nominations and elections will be held at the next regular membership meeting with seven (7) days advance notice of the election posted throughout the Local.

i) The office of the President shall be a paid, full-time position. The term being two (2) calendar years commencing October 1<sup>st</sup> the year of election.

1. The President's salary and benefits to be the same as that received at his or her regular place of employment. The Executive may, with the approval of the membership, amend the President's salary; but in no case shall the President's salary and benefits be less than that received at his or her regular place of employment. This will also apply to the 1<sup>st</sup> Vice President.

All Wage increases to be reported at the next General meeting.

2. Any expenses incurred as a result of taking this office will be borne by the Local as authorized by the Executive Board and, where necessary, the membership.

3. The President's sick leave and sick bank will be funded and administered by the Local as per attached Appendix "B". This fund is not to be used for anything else unless authorized by the membership after a notice of motion.

j) Out of Pocket expenses will be paid monthly in the amount of \$100.00 to the 1<sup>st</sup> Vice President, Secretary-Treasurer and Recording Secretary, and \$100.00 per month to each of the 2<sup>nd</sup> Vice Presidents. 2<sup>nd</sup> Vice Presidents who live more than 200 kilometers from Nanaimo shall be entitled to \$400.00 per month out of pocket in lieu of mileage and per diem in order to attend the monthly Executive

meetings. The Union shall arrange for accommodation and pay wage loss if necessary, in order to facilitate full participation of the Units to which this provision applies. 2<sup>nd</sup> Vice Presidents to which this provision applies, who elect not to attend the monthly Executive meeting, shall be entitled to the regular \$100.00 per month out of pocket.

## **SECTION 7 – DUTIES OF OFFICERS**

a) The President shall:

- Enforce the CUPE Constitution and these Bylaws:
- Attend all Executive Board, General and any other meetings as required:
- Preside at all Membership and Executive Board meetings and preserve order:
- Be held accountable to, and follow direction from, the Executive Board:
- Decide all points of order and procedure (subject always to appeal to the membership):
- Ensure that all officers perform their assigned duties:
- Introduce new members and conduct them through the initiation ceremony:
- Have first preference as a delegate to the CUPE National and BC Division Conventions:
- Chair the Grievance Committee:
- Chair the Negotiating Committee of all units:
- Be empowered to employ necessary clerical assistance to be paid for out of the Local's funds:
- Sign all checks as authorized or directed by the Constitution, Bylaws, Policy, or vote of the membership, and to ensure that the Local's funds are used only as authorized by the same:
- Be empowered to exercise the regular and customary functions of managing and directing those who have been elected or appointed by the Local:
- On termination of office, surrender all books, seals and other properties of the Local to their successor within five (5) days.

b) The 1<sup>st</sup> Vice President shall:

- Serve as Chief Job Steward:
- Chair monthly Stewards meeting:
- Attend Executive Board, Regular, General, Stewards, and any other meetings as required:
- If the President is absent or incapacitated, perform all duties of the President:
- If the office of President falls vacant, be acting President until a new President is elected after a notice of motion, duly given, and posted throughout the Local at least seven (7) days in advance:
- Render assistance to any member of the Board as directed by the Board:
- Be a member of the Budget Committee:
- Be a member of the Grievance Committee:
- Maintain bank signing authority and ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, Policy, or vote of the membership:
- On termination of office, surrender all books, seals, and other properties of the Local to their successor or the President within five (5) days.

c) The Secretary-Treasurer shall:

- Attend Executive Board, Regular, General, any other meetings as required:
- Be empowered to direct the Executive Assistant (Accounting) to receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all monies with a financial institution:
- Be empowered to direct the Executive Assistant (Accounting) to prepare all CUPE National per capita tax forms and remit payment:
- Be empowered to direct the Executive Assistant (Accounting) to record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices:
- Be bonded for not less than \$500.00 (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary, through the Master Bond held by the National Office; Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office:
- Pay no money unless supported by a voucher duly signed by the President or two members of the Board, except that no voucher shall be

required for payment of per capita fees to any organization to which the Local is affiliated:

- Make a written financial report to each Regular membership meeting, detailing all income and expenditures for the period:
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees:
- Be empowered to direct the Executive Assistant (Accounting) to provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE:
- Notify all members whose dues are one month in arrears and report to the Board all members two or more months in arrears:
- Serve as Chairperson of the Budget Committee:
- Present the annual Secretary-Treasurer's report at the September meeting:
- With the approval of the President, pay all bills, wages and expenses as authorized by the members and the Executive Board, and such other payments as may be necessary:
- On termination of office, surrender all books, seals, and other properties of the local to their successor or the President within five (5) days.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union Bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences:
- Be responsible for maintaining, organizing, safeguarding, and keeping on file, all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union:
- May be required by the local Executive Board to provide newly elected Secretary-Treasurer some familiarization. Duration of this time to be determined by the Executive Board.

d) The Recording Secretary shall:

- Attend Executive Board, Regular, General, and any other meetings as required:
- Keep full, accurate and impartial account of the proceedings of all Regular or Special Membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive

Board meetings) and the written financial report (Membership meetings) presented by the Secretary-Treasurer. The records will include the Trustees' reports.

- Record all altercations in the Bylaws:
- Fulfills secretarial duties as directed by the Board:
- File a copy of all letters sent out and keep on file all communications:
- Prepare and distribute all circulars and notices to members:
- Have all records ready on reasonable notice for Auditors and Trustees:
- Preside over Membership and Board meetings in the absence of both the President and 1<sup>st</sup> Vice President:
- Be empowered with the approval of the President to employ necessary stenographic or other assistance, to be paid for out of the Local's funds:
- Maintain bank signing authority and ensures that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, Policy, or vote of the membership:
- On termination of office, surrender all books, seals and other properties of the Local to their successor or the President within five (5) days.

e) The 2<sup>nd</sup> Vice President shall:

- Chair unit meetings:
- Render assistance to any member of the Board as directed by the Board:
- Oversee and assist Job Stewards with duties listed below:
- Sit on the Negotiation Committee for their Unit; attend proofing of the Agreement with the Trustees:
- Attend General, Executive, and Steward meetings and any other meetings as required:
- On termination of office, surrender all books, seals and other properties of the Local to their successor or the President within five (5) days.

f) The Trustees shall:

- Attend regular, General, Trustee, Budget and any other meetings as required:
- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, Recording Secretary, and the Standing Committee's, quarterly:
- Make a written report of their findings to the first Membership meeting following the completion of each audit:

- Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization:
- Ensure that proper financial reports are made to the membership:
- Use audit forms supplied by the National Office and send a copy of each half-yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution:
- Inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by Local, and report their findings to the membership:
- Carry out duties as outlined in Section 10 (c) clauses 2 and 3 of these Bylaws:
  - All Trustees will be members of the Budget Committee:
  - The second (2<sup>nd</sup>) year Trustee will be a member of the Bylaw Committee:
  - Complete CUPE Education Department's Financial Officers Training Course as soon as reasonable possible after election to office:
  - Two (2) Trustees will be required to proof all Collective Agreements that have been negotiated prior to final approval of such document(s). Errors or omissions will be reported to the appropriate bargaining committee for correction:
  - Report in writing to the President and Secretary-Treasurer, any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner:
  - On termination of office, surrender all books, seals and other properties of the Local to their successor or the President within five (5) days.

g) The Job Stewards shall:

- Define, detect, prepare, and present grievances at the initial level:
- Generally know, and police the Collective Agreement and Provincial or Federal Legislation affecting labour and a particular job;
- Provide communications and information from the members in the unit to the Executive and from the Executive to the members, including distribution of Union literature and newspapers:
- Attend Regular and General meetings:
- Greet new employees and encourage the participation of all members of the unit in Union activity"
- Maintain daily contact with the members to provide ongoing Union awareness and education:

- On termination of office, surrender all books, seals and other properties of the Local to their successor or the President within five (5) days.

h) The Sergeant-at-Arms shall:

- Attend Regular and General meetings:
- Guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by the consent of the members present:
- Assist in maintaining the record of membership attendance at meetings:
- Perform such other duties as may be assigned by the Board from time to time:
- Have the right to request a CUPE membership card:
- On termination of office, surrender all books, seals and other properties of the Local to their successor or the President within five (5) days.

i) The Specialty Stewards shall:

- Be appointed by motion of the executive to provide support in specific areas or with specific issues affecting the Local:
- There shall be no more than ten (10) Specialty Stewards:
- Generally have some expertise in the area or field they have been appointed to represent:
- Provide guidance to the Executive and act as a liaison with affected members in their area of appointment as applicable:
- Provide other assistance to the members and Executive as applicable:
- Not be responsible to define, detect or present grievances at the initial level:
- The term of office shall be determined by the Executive Board prior to appointing the Specialty Stewards. The Stewards will be made aware of this term by the Executive Board:
- The term of office may be extended or terminated at the discretion of the Executive Board:
- On termination of office, surrender all books, seals and other properties of the Local to their successor or the President within five (5) days.

## **SECTION 8 – FEES, DUES AND ASSESSMENTS**

### **a) INITIATION FEE**

Each application for membership in the Local shall be directed to Secretary-Treasurer and shall be accompanied by an initiation fee of \$10.00 which shall be in addition to monthly dues.

The Secretary-Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.

### **b) RE-ADMITTANCE FEE**

No re-admittance fee shall be charged provided a proper withdrawal card has been presented.

The re-admittance fee shall be \$10.00.

### **c) MONTHLY DUES**

Effective January 1, 2011 dues are to be deducted at the rate of 1.8% (.018) of the gross regular wages from all Employees included in the bargaining unit commencing immediately upon employment. A further .15% (.0015) to be deducted when the Local's defence fund falls below \$50,000.00 and ceased when \$100,000.00 is reached.

The minimum monthly dues of the Local shall be not less than the total per capita tax levies to the affiliates of the local Union.

The defence fund is to be used for strike aversion measures beyond normal bargaining expenses, or in the case of a strike, to defray costs to the Local incurred as a result of administering hat strike, for grievance/arbitration costs beyond the annual budgeted amount, or for the annual amount budgeted for Local 401's Water Watch Campaign. Any other sue must be approved by the membership after a notice of motion is duly given and posted throughout the Local at least seven (7) days in advance of the next meeting.

- Changes in the levels of the Initiation Fee, the Re-admittance Fee, or the monthly Dues can be effected only by following the procedure for amendment of these Bylaws (see Section 14) with the additional provision that the vote must be by secret ballot.
- Notwithstanding the above provisions, if an affiliate raises their per capita tax, these Bylaws will be deemed to have been automatically amended to conform to the new per capita tax.
- Special assessments may be levied in accordance with Article B.4.2. of the CUPE Constitution.

## **SECTION 9 – NON-PAYMENT OF DUES AND ASSESSMENTS**

If a member has been unemployed or unable to work because of sickness or leave of absence, they shall pay no re-admittance fee and will not be required to pay their arrears.

## **SECTION 10 – TERMS OF OFFICE, NOMINATIONS, ELECTIONS, AND INSTALLATION OF OFFICERS**

### a) TERMS OF OFFICE

The term of office for all Executive Board Members shall be two (2) years. Sergeant-at-Arms and Job Stewards' term of office shall be one (1) year. The elections for the 2<sup>nd</sup> Vice Presidents positions will be held at opposite Annual General Meetings as elections for President, 1<sup>st</sup> Vice President, Secretary-Treasurer and Recording Secretary in order to provide an overlap of office.

### b) NOMINATIONS

Nominations shall be received at the Annual General Meeting held in September. No nominations shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting, the member's consent in writing, duly witnessed by another member.

### c) ELECTIONS

1. The voting shall take place at the Annual Membership meeting in September. The vote shall be by secret ballot.
2. The first (1<sup>st</sup>) and second (2<sup>nd</sup>) year Trustees plus appointed scrutineers shall be responsible for issuing, collecting, and counting the ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
3. The first (1<sup>st</sup>) and second (2<sup>nd</sup>) year Trustees shall determine the form of the ballot and ensure that sufficient quantities are made available at the time of election.
4. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.

5. A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballots shall be dropped. In case of a final tie vote, the presiding officer may cast the deciding vote or other tie-breaking procedures can be used with the consent of the voting members.

6. When two (2) or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

7. Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 4 (d).

8. Elections can be extended with membership approval and with review by the membership in six (6) months. The extensions can be only for a maximum of one (1) year in total, so the total length of time that can pass without elections being called cannot exceed three (3) years.

#### d) INSTALLATIONS

1. All duly elected officers, except the President and First Vice President, shall be installed at the meeting at which elections are held and shall continue in office for their elected term or until a successor has been elected and installed, provided however, that no term of office shall be longer than three (3) years.

2. The terms of office for Trustees shall be as laid down in Article B.2.4 of the CUPE Constitution.

#### e) BY-ELECTIONS

Should an office fall vacant pursuant to Section 6 (g) of these Bylaws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.

## **SECTION 11 – DELEGATES TO CONVENTIONS, CONFERENCES, SEMINARS & WORKSHOPS**

a) Where possible the membership shall be informed of all the above in order to allow their names to stand as a delegate. Except for the President's option (Section 7 (a)), all delegates to the above shall be chosen by the Executive Board. The number of delegates must be approved by the Executive Board.

b) Delegates to the V.I.D.C. and affiliated Labour Councils will be appointed by the Executive Board if positions are not filled by election at the Annual General Meeting.

c) All members on Union business requiring a whole day or more outside the City of Nanaimo shall be paid transportation, accommodation, and compensation for any loss of salary incurred by attendance at such meetings and a per diem equivalent to that of CUPE BC. Where registration fees include room and board, the per diem will be equivalent to that of CUPE BC. In the instances of day courses, the per diem will be set in each instance by the Executive as necessary but will not exceed that of CUPE BC.

d) Delegates to all Conventions, Conferences, Seminars, and Workshops shall be required to make a report at the following Regular Membership meeting. Where there is more than one delegate, a composite written report is to be submitted.

e) Where a parent is partaking in Union Schools, Seminars, Conventions or affiliated meetings, provision for day care expenses by the Union Local to be equivalent to that of CUPE BC. Provision for pet care expenses will be equivalent to that of CUPE BC.

## **SECTION 12 - COMMITTEES**

### **1. STANDING COMMITTEES**

The Chairperson of each Standing Committee shall be elected by the members at a membership meeting. If a Chairperson is not elected, the committee shall be the Executive until such time as a volunteer comes forward. The Chairperson and/or the Executive Board may, with the concurrence of the membership, appoint other members to serve on a committee. Each committee will provide a verbal or written report at each regular membership meeting. Each committee shall be responsible for formulating the budget of their committee. Up to two (2) Executive members may sit on any committee as ex-officio members of that committee. One shall be the 1<sup>st</sup> Vice President. Committees will have their own budgets but, as the President is responsible for the proper

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expenditures of the Local's funds, all expenditures will be only with the approval of the President, and where appropriate the Executive Board, and/or the membership. Committees will operate autonomously as well as carry out duties as directed by the Executive Board.

The Standing Committees are as follows:

a) NEGOTIATING COMMITTEE

i. The function of this committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement. The committee shall at least consist of the President, 1<sup>st</sup> Vice President and the 2<sup>nd</sup> Vice President from each unit. The CUPE representative assigned to the Local shall be a non-voting member of the committee and shall be consulted at all stages, from formulating proposals, through negotiations, to contract ratification by the membership. The Negotiating Committee shall also be responsible for forming the Strike Committee and the Strike Action Committee on the date that a Government supervised strike vote has been taken. This committee will also deal with matters concerning the Collective Agreement throughout their terms.

ii. A questionnaire must be distributed to the membership at least five (5) months prior to the expiration of the current Collective Agreement. The Negotiating Committee will formulate the proposal from the questionnaire for ratification by the membership.

b) GRIEVANCE COMMITTEE

The Grievance Committee shall consist of the Executive Board. All grievances not settled at the first stage shall be submitted to the President with a copy to the CUPE representative. The President shall ensure the proper processing of all grievances and report to the Executive Board meeting. Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants and signed by an Officer of the Union.

c) BUDGET COMMITTEE

The Executive Board, all three (3) Trustees, and the Chairperson of each committee with an operational budget will be members of the Budget Committee. The Secretary-Treasurer shall serve as Chairperson of the Budget Committee. It shall be the duty of this committee to draw up an operational budget for CUPE Local 401 to be presented to the membership at the regular March membership meeting for ratification and adoption.

#### d) EDUCATION COMMITTEE

It shall be the function of this committee to:

- Arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the Executive Board.
- Instruct delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports.
- Cooperate with the education and with regional education representative in implementing both the Local's and CUPE's policies in the field.
- Implement the Education Program as laid down in the National Defence Regulations.

#### e) POLITICAL ACTION AND PUBLICITY COMMITTEE

It shall be the function of the committee to:

- Cooperate with the Executive Board in preparing press releases and other publicity material.
- Cooperate with the public relations Departments of CUPE in implementing both the Local's and CUPE's policies in the field.

#### f) SICK, SOCIAL, RETIREMENT COMMITTEE

It shall be the function of this committee to:

- If a member is ill for more than a week, have sent some token of the Local's concern and desire to help, whether the member is at home or in hospital.
- Extend the Local's condolences in the event of the death of a member or one of their immediate family, and make any other appropriate gesture in accordance with custom or the wishes of the family concerned.
- Arrange and conduct all social, recreational, and retirement activities of the Local either on the committee's own initiative or as a result of decisions taken at membership meetings. The committee shall submit reports and proposals to the Executive Board or to the membership as required. The Executive Board shall be held responsible for the proper and effective function of this committee.

#### g) BYLAWS AND POLICY COMMITTEE

It shall be the function of this committee to:

- Formulate new bylaw wording as directed by the membership.
- The Committee's proposals must be submitted to the Executive Board prior to being put to the floor.
- The committee will comprise of a minimum of two (2) to a maximum of four (4) members.
- The second year Trustee will be a member of this committee.
- Prepare a written report to be submitted at the Annual General Meeting in September. Monthly reports shall not be required.
- Establish and maintain a policy and procedures manual for the Local.

#### h) MEMBER'S FORUM

It shall be the function of this committee to:

- Hold meetings on a regular basis at a time and place convenient to the majority of the active members of the committee.
- Appoint one member to be the Local's contact person for the Vancouver Island District Council Equality Committee and other affiliated organizations.
- Act as a support and informational committee to all members of the Local with regards to maternity/Parental leave, equality, sexual harassment and child care.
- Prepare a written report to be submitted at the Annual General Meeting in September of each year.

#### i) HEALTH AND SAFETY COMMITTEE

It shall be the function of this committee to:

- Act as a resource group encouraging and promoting safety and good health practices at the workplace, at home, and at leisure time activities.
- Be active in the development and submission of reports, briefs, appeals on attitudes and/or rules relating to workplace safety and occupational health alone or in conjunction with the other groups striving for like improvements.
- Each bargaining unit's Joint Safety Committee and Employee Assistance Program Committee shall have membership on this committee.

#### j) WCB COMMITTEE

It shall be the function of this committee to:

- Ensure all claims, and appeals relating to claims, are dealt with in a fair, efficient and timely manner.

#### h) AD HOC COMMITTEES

Special Ad Hoc committees may be established for a specified purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may be appointed by the President or the Executive Board.

### **SECTION 13 - RULES OF ORDER**

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix "A". These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws. In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

### **SECTION 14 – AMENDMENT**

a) These bylaws are always subordinate to the CUPE Constitution (including Appendix "A") as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflicts, is the prerogative of the National President.

b) These bylaws shall not be amended, added to, or suspended except upon a majority vote of these present and voting at a regular or special membership meeting and having been posted at least seven (7) days in advance of the next membership meeting.

c) No change in these bylaws shall be valid and take effect until approved by the National president of CUPE. The validity shall date from the letter of approval of the National President.

## **APPENDIX “A”**

### **Rules of Order**

1. The President, or in his absence, the 1<sup>st</sup> Vice President, shall take the Chair at all membership meetings. In the absence of both the President and 1<sup>st</sup> Vice President, the Recording Secretary shall act as President and in their absence a President pro tempore shall be chosen by the Local.
2. No members, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five (5) minutes, or more than once on the same question without the consent of the meeting chair, or until all who wish to speak have had an opportunity. Chairperson and movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to vote, shall ask: “Is the Local ready for the question?”. Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded. Both mover and seconder must rise and be recognized by the Chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended, by a two-thirds vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall if requested by the presiding officer, be presented in writing before being put to the Local.
8. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
9. When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the presiding officer, but, except to state that they rise to the point of order or on a question of privilege, they shall not proceed further until recognized by the chair.

10. When two (2) or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
11. Every member while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language as well as any poor reflection on the Local or member thereof.
12. If a member while speaking, is called to order, they shall cease speaking until the point is determined: If it is decided they are in order, they may again proceed.
13. No religious discussion shall be permitted.
14. The President shall take no part in debate while presiding but may yield the chair to the 1<sup>st</sup> Vice President in order to speak on any question before the Local, or to introduce a new question, until such question has been resolved.
15. In cases of a tie, the President may give a casting vote or if they choose to, refrain from breaking the tie, in which case the motion is lost. At no other time does the President have a vote.
16. When a motion is before the Local, no other motion shall be in order except:
  - a) To adjourn,
  - b) To put the previous question,
  - c) To lay on the table,
  - d) To postpone for a definite time,
  - e) To refer,
  - f) To divide or amend.

These motions shall have precedence in the order named. The first three (3) of these shall be decided without debate.

17. A motion for the previous question, when regularly moved and seconded, shall be put in this for: "Shall the main question now be put?". If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended shall be put to the Local.
18. A motion to adjourn is in order except:
  - a) When a member has the floor,
  - b) When members are voting.

19. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen (15) minutes have elapsed.
20. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken, and the Secretary shall count same.
21. If any member wishes to challenge (appeal) a decision of the Chair, they must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to briefly state the basis for their challenge. The Chairperson shall immediately and without debate put the question: "Shall the decision of the Chair be sustained?".
22. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
23. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote, and no member shall be allowed to leave without the permission of the Sergeant-at-Arms.
24. The Local's business, and proceeding or meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

## **APPENDIX “B”**

### **Sick Leave Entitlement**

#### **TERMS OF REFERENCE**

#### ***(Effective November 1996 – amended to include Office Clerical access to President's Sick Bank)***

The purpose of these Terms of Reference is to explain the intention and implementation of the Union supported sick leave entitlement for the Local President.

The practice in the past has been for the employer to pay the President as normal while the President is on leave of absence and bill the Union for the wages. There is also a load factor of anywhere from forty percent (40%) to sixty five percent (65%) added on. Most is for benefits and administration with approximately fifteen percent (15%) going towards the President's sick leave accrual. This money is never recovered even if the time paid for is never used.

The Executive at the Annual Budget meeting will calculate the cost of the President's sick leave accrual based on that particular President's entitlement in their Collective Agreement, and budget that amount each year, leaving the fund with the Union and paying fifteen percent (15%) less to the employer. These moneys are to be kept in a separate account and used only to pay a replacement, if necessary, when the President is sick or injured while in office. The Local will continue to pay the President as normal for the amount of sick time they have accrued with the Local and then for the amount of time that was accrued with the employer prior to becoming president, up to the maximum allowed under the Collective Agreement covering their jurisdiction during their Presidency. The President will then be paid the amount of sick bank time allowable in their Agreement, provided the particular prerequisites are satisfied.

Once the President returns to the employ of the employer, they will use the sick time accrued after returning and whatever was accrued before taking office. If the past President is eligible, they will then use available sick bank time before using the accrued time with the Local. The Local will then arrange with the employer to continue regular cheques and the Local will reimburse the employer up to the amount of days accrued with the local. Regardless of the number of days accrued with the Local the Local will pay only the difference up to the maximum accrual under the applicable Agreement when added to the number of days accrued with the employer, or the actual number of days accrued, whichever is less.

Upon retirement, if there is a retirement payout in the particular Agreement, the local will credit the past President with only enough days to bring the payout up to the maximum allowed in the Agreement, or for the number of days accrued with the Local, whichever is less. If the President has enough time with the employer to achieve their maximum payout, all credits will revert to the Local with the past President having no claim, provided all related benefits are satisfied. The same will apply to any excess after the difference has been made up.

## **Rule of Application**

### **SICK TIME**

1. The President is credited with the same sick time as his employer on a monthly basis, up to maximum of their employer.
2. When the President is sick and cannot attend their duties, they report their day/days to the Treasurer and the books are adjusted accordingly.
3. If the President returns to their employer, then they draw on their accrued sick leave with the employer before and after their term as President.
4. The President can only accrue up to the same sick time as their employer's maximum, (combined Union and Employer accrual).
5. If employer accrual reaches maximum, or if the President quits their employer, Union time is taken of the books.
6. The President is entitled to the accrued time they have with their employer.
7. The past President can only draw Union accrued sick leave if:
  - a) They have used all the employer's accrued sick time and sick bank time
  - b) Upon retirement, Union makes up time to retirement entitlement if past President has time in lon bank and employer does not have enough credits.

## **SICK BANK**

1. President is entitled to the same sick bank entitlement and rights as their employer's sick bank.
2. The President's sick benefits are administered to by the Union Executives who are empowered to ask for the same medical records as the employer.

**APPENDIX “C”**

**Structure of the Local**

<b>EXECUTIVE BOARD</b>
<b>President – 1<sup>st</sup> Vice President – Secretary Treasurer – Recording Secretary</b>
<b>Fifteen (15) 2<sup>nd</sup> Vice Presidents</b>
<b>City of Nanaimo - Regional District of Nanaimo - City of Parksville Vancouver Island Regional Library - Town of Ladysmith - Town of Qualicum Beach Bamfield Marine Sciences - North Cedar Improvement District - District of Lantzville City of Campbell River - District of Port Hardy - School District 85 - Village of Port Alice Vancouver Island Conference Centre - Town of Port McNeil</b>
<b>Job Stewards</b>

**APPENDIX “D”**

**Policy & Procedures Manual**