

# By-laws

OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317

Approved by the membership April 23, 2014

Approved by the National President August 19, 2014

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## **EQUALITY STATEMENT**

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all sisters and brothers deserve dignity, equality and respect.

## **INTRODUCTION**

In order to improve the social and economic welfare of its members with regard to the equality statement, to promote efficiency in public employment and to manifest its belief in the value of the unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following By-laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

These By-laws are designed to give proper balance to the administration of the CUPE Local 1317.

Duties and responsibilities of elected officers and members of the committee's should be as widely dispersed as possible. In other words, duties should be shared by the many rather than the few. Standing committees are necessary; however, special committees may be established from time to time as required. To promote efficiency in public employment and to give clear evidence of its recognition of union, of organized labour, this union has been formed and establishes these By-laws for its government.

## **SECTION 1 – NAME**

The name of this Local shall be: Canadian Union of Public Employees, Local No. 1317 (Niagara Catholic District School Board).

## **SECTION 2 – OBJECTIVES**

The objectives of the 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 the CUPE Constitution;
- (c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) Encourage the settlement by negotiations and mediation of all disputes between the members and their employers.
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live.

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

- (a) Masculine pronouns shall be understood to include the feminine gender.
- (b) Numbers of Articles at the end of sections or subsections refer to relevant articles of the CUPE Constitution, which should be read in conjunction with these By-laws.

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

- (a) Regular membership meetings shall be held each month from September to June (not in the month of December) an evening during the third week of each month. If a statutory Holiday or other circumstance intervenes, the Executive Board shall give a week's notice of any change in the date of the regular meeting
- (b) Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than fifteen members. The President shall call a special meeting when so ordered or requested to be held within seven (7) business days of notice given, and shall see that all members who have provided a personal email address to the local receive at least twenty-four (24) hours notice of the special meeting and the subject(s) to be discussed. Executive Board Members will phone members who have not provided email addresses. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- (c) A quorum for the transaction of business at any regular or special meeting shall be fifteen (15) members, which must consist of at least ten (10) general members and at least five (5) elected officers of the local of which three (3) shall be Executive Board Members.

- (d) If quorum is not met, the executive will meet to discuss and deal with the issues on the agenda of that night in order to conduct the business of the local in a timely manner. This will not be considered an executive meeting for purposes of per-diem. **Any decision made by the Executive Board will be reported back for ratification at the next membership meeting.**
- (e) The order of business at regular membership meetings is as follows:
1. Read CUPE Equality Statement
  2. Roll Call of Officers
  2. Voting on new members and initiation
  3. Reading of Minutes
  4. Matters arising
  5. Treasurer's Report
  6. Communications and Bills
  7. Executive Committee Report
  8. Reports of Committees and Delegates
  9. Nominations, Elections, or Installations
  10. Unfinished Business
  11. New Business
  12. Good of the Union
  13. Adjournment

## **SECTION 5 – VOTING OF FUNDS**

Except for ordinary expenses and bills as approved at membership meetings no sum over fifty dollars shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting. All Personal Financial Appeals from other CUPE Locals shall be fifty dollars (\$50.00) for the Niagara Region and twenty-five dollars (\$25.00) for outside the region, to a maximum of three thousand dollars (\$3,000.00) yearly.

## **SECTION 6 – OFFICERS**

The Officers of the Local shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Chief Steward, WSIB/RTW Officer, three (3) Area Stewards, three (3) Trustees and Membership Officer. All Officers shall be elected by the membership and shall be available twelve (12) months a year.

## **SECTION 7 – EXECUTIVE BOARD**

- (a) The Executive Board shall comprise of: President, Vice-President, Recording Secretary, Secretary-Treasurer and Chief Steward.
- (b) The Board shall meet at least once a month, prior to the regular meeting of the membership.
- (c) The majority of the Board constitutes a quorum.
- (d) 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.

- (e) 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.
- (f) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- (g) Should any Board member fail to answer the roll call for three consecutive regular membership meetings without having submitted good reasons for those failures, his office shall be declared vacant and shall be filled by an election at the following membership meeting.
- (h) Should any Executive Board or officer position fall vacant within four (4) months or less before nominations and elections under Section 12, the vacancy shall be filled by majority decision of the Executive Board.

### **SECTION 8 – DUTIES OF OFFICERS**

**All signing Officers of Local 1317 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.**

- (a) **The President shall:**
  - Enforce the CUPE Constitution and these By-laws;
  - **Be paid by the Local to work at the Local Union office half-time (2 days one week, 3 days the following week alternately) or as needed to attend meetings and to Presidential duties. It is understood that if a meeting (e.g. Leadership) is called by an affiliate of the Local, the President shall make arrangements to attend.**
  - Preside at all membership and Executive Board meetings and preserve order;
  - Decide all points of order and procedure (subject always to appeal to the membership);
  - Have a vote on all matters (except appeals against his rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie;
  - Ensure that all officers perform their assigned duties;
  - Fill committee vacancies where elections are not provided for;
  - Introduce new members and conduct them through the initiation ceremony;
  - Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-laws, or vote of the membership;
  - Ensure that the recommendations of the spending of the Local's funds are reasonable and wise;
  - Be one of four signing officers but not for payments issued to the President;
  - Provide monthly reports to membership with detailed information on all presidential activity;
  - Have first preference as a delegate to all Conventions;
  - Assist other Executive members with the distribution of Union-related communication materials and mail;

- On termination of office surrender all books, seals, records and other properties of the local to his successor within one month (thirty (30) calendar days) of leaving office;
- Attend any educational seminars relevant to the position.
- Sit as Ex-officio to all committees.

(b) The Vice-President shall:

- 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;
- From September to June, have one (1) Union day per month, if needed, to conduct Union business;
- Assist the Recording Secretary with verification of Executive board members attendance at executive and general membership meetings;
- Ensure that the recommendations of the spending of the Local's funds are reasonable and wise;
- Be one of four signing officers but not for payments issued to the Vice-President;
- Render assistance to any member of the Board as directed by the Board;
- Oversee and administrate a Communications Sub-committee comprised of volunteers;
- Act as Communications Officer by coordinating all communications, in conjunction with the Executive, i.e., newsletters, phone tree, etc.;
- Ensure the newsletters contain pertinent information for members including Educational opportunities provided through CUPE;
- Organize motivational / inspirational / wellness related speakers and/or material to be presented within 30 minutes prior to general membership meetings;
- With assistance from Secretary-Treasurer, be responsible for sending gestures as follows - for members who are on bereavement leave for immediate family as per the Collective Agreement 12.05(b) a twenty-five dollars (\$25.00) donation to family or charity; and for families of deceased members a fifty dollars (\$50.00) donation to family or charity;
- Send a card on behalf of the Local to members who are hospitalized and continue to be off sick for more than two (2) weeks. The card shall contain Vice-President's contact information should the member require additional wellness information from the Union;
- Act as Employee & Family Assistance (EFAP) Representative and attend meetings pertaining to EFAP as the local's representative.
- On termination of office surrender all books, seals, records and other properties of the Local to his successor within one month (thirty (30) calendar days) of leaving office;
- Attend any educational seminars relevant to the position;
- Assist other Executive members with the distribution of Union-related communication materials and mail.

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- (c) The Recording Secretary shall:
- Keep full, accurate and impartial account of the proceedings of all regular or special membership and Board meetings ensuring that these records include a copy of the full financial report presented by the Secretary-Treasurer;
  - Maintain Policy log book by inserting records each month of the motions carried by the membership;
  - From September to June, have two half Union Days per month to prepare Executive Meeting minutes and General Membership meeting packages;
  - File a copy of all letters sent out and keep on file all communications;
  - Be one of the four signing officers but not for payments issued to the Recording Secretary;
  - Maintain a contact list with members personal email addresses;
  - Prepare and distribute all member information packages prior to the membership meetings via email as requested by members, provide member information packages for membership meetings, notices to members, and any other communications, in conjunction with the Vice-President;
  - Have all records ready on reasonable notice for auditors, Trustees and members;
  - Preside over membership and Board meetings in the absence of the President and Vice-President;
  - Keep and provide Executive members' attendance records for executive meetings and general membership meetings. Records shall be submitted to the President, Vice-President and Secretary-Treasurer prior to each Out of Pocket Expense payments in June and December;
  - Assist other Executive members with the distribution of Union-related communication materials and mail;
  - On termination of office, surrender all books, seals, records and other properties of the Local to his successor within one month (thirty (30) calendar days) of leaving office;
  - Attend any educational seminars relevant to the position.
- (d) The Secretary-Treasurer shall:
- Receive all revenue, initiation fees, dues and other assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
  - From September to June, have two (2) Union Days per month, if needed, to work on regular duties (e.g. Banking, Financial reports for executive and membership meetings etc.);
  - Prepare all CUPE National per capita tax forms and remit payment no later than the 15<sup>th</sup> day of each month;
  - Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;

- Make written financial reports, detailing all income and expenditures and includes monthly balances of the budget, to the membership at each monthly meeting;
- Provide detailed accounts of Executive Committee Members' monthly expenses and include monthly balances of the budget;
- Be bonded in accordance with the minimum guidelines established by the National Secretary-Treasurer; any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- Pay no money unless supported by a voucher duly signed; except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- Ensure that the recommendations of the spending of the Local's funds are reasonable and wise;
- **Sign all cheques, with the exception of payments to the Secretary-Treasurer, 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;**
- Make the necessary lodging arrangements for any delegates attending events as approved by the membership;
- On behalf of the local union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorization, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters as well as records and supporting documents for all income received by the local union;
- Make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited every June and February;
- Provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- Respond in writing to any recommendations and concerns raised by the trustees;
- Assist other Executive members with the distribution of Union-related communication materials and mail;
- Attend any educational seminars relevant to the position;
- On termination of office, surrender all books, seals, records and other properties of the Local to successor within one month (thirty (30) calendar days) of leaving office.

**(e) The Chief Steward shall:**

- Be the chairperson of the grievance committee, who shall co-ordinate all Stewards and at all times be responsible to the general membership and the Executive Board.
- **Be paid by the Local to work at the Local Union office half-time (2 days one week, 3 days the following week alternately) or as needed to conduct union business and attend meetings (prepare for grievances, prepare reports for meetings, arbitration and filing etc.)**

- Define, delete, prepare and present individual and group grievances at the initial level;
- Know and police the collective agreement and Provincial or Federal Legislation affecting labour and a particular job, and inform all Stewards of any changes;
- Assist other Executive members with the distribution of Union-related communication materials and mail;
- Report to the membership monthly on status of grievances;
- On termination of office surrender all books, seals, records and other properties of the Local to his successor within one month (thirty (30) calendar days) of leaving office;
- Attend any educational seminars relevant to the position.

(f) The Steward shall:

- Enforce the collective agreement and at all times be responsible to the general membership and to the Executive Board;
- Define, delete, prepare and present individual member grievances at the initial level, in consultation with the Chief Steward ;
- Keep the Chief Steward informed before a grievance is submitted;
- Encourage the participation of all members of the unit in union activities;
- Assist other Executive members with the distribution of Union-related communication materials and mail;
- On termination of office surrender all books, seals, records and other properties of the Local to his successor within one month (thirty (30) calendar days) of leaving office;
- Attend any educational seminars relevant to the position.

(g) The Workers Health and Safety Insurance Board / Return to Work Representative (WSIB/RTW) shall:

- File and maintain confidential records of all injured workers claims under the Workplace Safety and Insurance Act;
- Submit detailed monthly reports to the Membership;
- Attend and represent workers at all "return to work" meetings with the employer and/or WSIB personnel, when and if requested by an employee;
- Attend and represent workers at any meetings with the employer regarding the worker's WSIB claim, when and if requested by the employee;
- Communicate with the injured worker, employer, medical personnel, WSIB personnel and fellow worker(s), regarding the injury;
- Keep informed and report to Membership of any changes to the rights, benefits and procedures set out in the Occupational Health and Safety Act;

- Speak to members at the general membership meetings in order to educate them regarding their obligations after suffering a work-related injury;
- Strive to keep informed of any changes to the rights, benefits and procedures set out in the Workplace Safety and Insurance Act;
- Continue to stress the importance of worker compensation to the Local, Executive and Membership;
- Assist other Executive members with the distribution of Union-related communication materials and mail;
- Attend any educational seminars relevant to the position.
- From September to June have one (1) Union day per month, if needed, to conduct Union Business;
- On termination of office, surrender all files regarding injured works of the Local and any other material or equipment proved by the Local;
- Obtain CUPE Education WSIB/RTW training including certification within, ideally, the first twelve (12) months of holding office in all areas of WSIB/RTW, as it applies to this membership or ASAP, cost factors being considered.

(h) The Membership Officer shall:

- Guard the inner door at membership meetings, in accordance with Section 24 of the Rules of Order, and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present;
- Maintain the record of membership attendance at meetings;
- Have a budget of \$250.00 per year, to provide refreshments for general membership and special membership meetings, receipts to be submitted as money is spent;
- Be empowered, when requested by the incoming Executive, to contact the outgoing Executive Officers regarding the return of the locals books, seals, records and other properties;
- Recommend to the membership of the lack of recovery of such books, seals, records and other properties and the membership will decide on what further action should be taken;
- Assist other Executive members with the distribution of Union-related communication materials and mail;
- On termination of office surrender all books, seals, records and other properties of the Local to his successor within one month (thirty (30) calendar days) of leaving office;
- Attend any educational seminars relevant to the position.

(i) The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary- Treasurer, and Recording Secretary and the Standing Committees, every June (covering January to May) and February(covering June to December) and whenever there is a change in Secretary-Treasurer;
- Have up to three (3) consecutive Union days to complete each Audit;

- Make a written report of their findings to the first membership meeting following the completion of each audit, i.e. September and March;
- Submit 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;
- 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;
- Audit the record of attendance;
- Every June and February inspect any stocks, bonds, securities, office furniture and equipment, and titles and deeds to property that may at any time be owned by the Local, and provide copies of inventory, what is owed and/or leased, such as furniture, equipment, etc., and report their findings to the membership;
- Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer) as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative;
- Where a qualified accountant or accounting firm has been hired the Trustees shall not be relieved of their ongoing obligation to exercise general supervision over the property of the Local, or to make a written report to the membership, nor shall the Secretary-Treasurer be relieved of his/her obligations under the Constitution;
- On termination of office surrender all books, seals, records and other properties of the Local to his successor within one month (thirty (30) calendar days) of leaving office;
- Attend any educational seminars relevant to the position.

## **SECTION 9 – OUT-OF-POCKET EXPENSES**

The expense allowance shall be provided as listed in Appendix "B" to the By-laws of Local 1317, CUPE.

## **SECTION 10 – UNION DUES AND ASSESSMENTS**

### **Union Dues**

1. The monthly dues shall be 1.60% of the base wage rate.
2. Changes in the levels of the Initiation Fee, or the Monthly Dues can be effected only by following the procedure for amendment of these By-laws (see section 16), with the additional provision that the vote must be by secret ballot.
3. Notwithstanding the above provisions if the CUPE Convention (National and/or Ontario Division) raises their dues these bylaws will be deemed to have been automatically amended by the same increase.

4. Special assessments may be levied in accordance with the CUPE Constitution.
5. Local Affiliation to which dues are paid are: CUPE National  
CUPE Ontario  
Niagara District CUPE Council, and  
The Ontario Federation of Labour

## **SECTION 11 – NON-PAYMENT OF DUES AND ASSESSMENTS**

If a member has been unemployed or unable to work because of sickness, he shall not be required to pay his arrears.

An employee who is on an approved Leave of Absence for Article 12.04 and/or Article 10.09 will be required to pay the difference from replacement worker in union dues arrears for the entire time absent if they choose to return to the bargaining unit. An employee may choose to submit union dues directly to the Treasurer on a monthly basis while they are absent. The union dues shall be based on the union position that the employee vacated.

## **SECTION 12 – NOMINATIONS, ELECTION AND INSTALLATION OF OFFICERS**

### **(a) Nominations**

Nominations shall be received at the regular membership meeting held in the month of March. To be eligible for nomination a member shall have attended at least four (4) of the membership meetings held in the previous twelve (12) months including the March meeting, unless a valid reason, acceptable to the Local, has been given for non-attendance. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting his consent in writing, duly witnessed by another member.

Candidates shall be responsible for campaign material and distribution, at their own expense. Candidates shall be required to have a general member not a candidate to volunteer as scrutinizer to be present to count ballots.

### **(b) Elections**

- (1) At the February general membership meeting prior to that year's elections, the membership shall nominate and elect an Election committee which will consist of a Returning Officer and two (2) assistants. The Committee shall include members of the Local who are neither officers nor candidates for office. It shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with the responsibilities as confidential.
- (2) The Election Committee will hold an ALL CANDIDATES forum prior to the Election. Each candidate will speak for up to 5 minutes.
- (3) After all candidates for each office have spoken, the floor will be opened for questions and answers for up to 30 minutes. Candidates may make themselves available at the end of the scheduled meeting for additional question and answer with members.
- (4) The Election Process:
  - Elections will be held on a Saturday in April;
  - Adequate notice of time and accessible location of the election meeting shall be given to all members.

- Members shall cast their ballots in person, showing either Board or picture ID as proof of membership. When two 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;
- Election results will be announced as they are conducted and completed;
- In the voting process, 50% plus 1 of the votes is necessary to win the election and assume the position;
- Election Sequence will be as follows:
  1. President
  2. Vice-President
  3. Recording Secretary
  4. Secretary-Treasurer
  5. Chief Steward
  6. Three Stewards
  7. Workers Safety Insurance Board/Return to Work Officer
  8. Membership Officer
  9. Trustee(s)

(5) 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 (c).

(6) In accordance with the Rules of Order, should Section 24 be violated, the immediate preceding vote will be declared null and void and will be held again.

(c) **Installation**

(1) All duly elected officers shall be installed immediately after election and shall continue in office for two years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three years.

(2) The term of office for Trustees shall be as laid down in **Article B.2.4** of the CUPE Constitution.

(d) **By-Elections**

Any positions that remain vacant after election day shall have nominations at the next General membership meeting and elections at the following general membership meeting with the exception of acclamations.

Should an office fall vacant pursuant to Section 7(g) of these By-laws or for any reason, the resulting by-election should be conducted as soon as possible, in conformance with this Section, except as applies to Section 7 (h).

(e) In order to get elections back to where they do not occur in the same year as the expiration of the collective agreement, beginning after the ratification of the 2014 collective agreement, elections will take place in the Spring of 2015. (Therefore, the next election will take place in the spring of 2015). Thereafter, elections will take place, every two (2) years, in the spring of the year after the ratification of the collective agreement.

## **SECTION 13 – DELEGATES TO UNION RELATED EVENTS**

(a) Except for the President's option (Section 8 (a)), all delegates to CUPE National and Provincial Conventions (Ontario Division) shall be chosen from the Executive Officers by election at membership meetings.

- (b) Reports from ALL delegates, including the President, to be submitted within 30 days of the event. If more than one delegate attends a union event, each person has to contribute to the report. For example, one individual may report on one day or mini workshop and the next person will report on the second day or different mini workshop.
- (c) Delegates to the CUPE Area District Council shall be left to the discretion of the Executive Committee. A Delegate shall be required to report at each membership meeting of the Local on proceedings at recent meetings of the Council.
- (d) Representation at education institutes and seminars shall be on the recommendation of the Executive Committee, subject to final approval by the membership.
- (e) Members interested in attending a conference that pertains to their job classification and is not put on by CUPE, may apply for financial assistance to attend the event by way of motion, approved by the membership. It is required that individuals provide the estimated cost in the motion.
- (f) The President of the Local or their Designate is authorized to make a donation in the name of the Local up to a maximum of one hundred dollars (\$100.00) for each special collection at any convention. Strike appeals will be to a maximum of fifty dollars (\$50.00) for each strike appeal. Combined total donations not to exceed one thousand dollars (\$1,000.00) yearly.

## **SECTION 14 – COMMITTEES**

On termination of office each committee member will surrender all books, seals, records and other properties of the local within one month (30 calendar days) of leaving office.

### (a) Negotiating Committee

The Negotiating Committee shall be comprised from five (5) to six (6) members.

The Negotiating Committee shall consist of the President, the Chief Steward and one member in "good standing" who is required to have attended 4 membership meetings in the previous 12 months from each of the following groups: 1. Caretaker / Cleaner / Maintainer; 2. School Secretary / Board Administration; 3. Education Assistant; Child Youth Worker, ECE; 4. Library Technicians; 5. Continuing Education Instructors, including ESL, LINC & LBS.

The President shall represent all job classifications. The Chief Steward shall represent their own job classification and therefore another representative from that classification is not necessary. If the President and Chief Steward are in the same classification, then a member of the other classifications shall be elected.

The representatives from each group will be elected by the general membership. The negotiating Committee will be established two (2) years prior to the collective agreement expiration date. If the elected representative ceases to maintain the position, another representative from that group shall be elected as soon as possible.

The Canadian Union of Public Employees Representative shall be a non-voting member of the Negotiating Committee.

All suggested proposals for changes to the collective agreement shall be submitted to the representative for their specific group.

The Negotiating Committee will present all suggested proposals to the membership at a special meeting called specifically for changes to the collective agreement. At least 72 hours notice shall be given to members for the ratification meeting. The proposed Collective Agreement shall be

made available to members at least two days prior to the meeting via personal email and a hard copy will be sent to each work site.

(b) Special Committee

A special ad hoc committee 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, by special authorization of the membership, be appointed by the President or the Executive Board. Two members of the Board may sit on any special committee as ex officio members.

(c) Standing Committees

It is required that Committee Chairpersons or Representative will submit regular reports to the general membership.

(1) Grievance Committee

This Committee shall process all grievances not settled at the initial stage and where possible, report first to the Executive Board and then to the membership at a General Membership meeting. Grievances must be in writing on forms provided by the National Office and be signed by the employee(s) and/or Union Officer.

The Committee shall comprise of the Chief Steward, the Steward of the area and the President or the National Representative. When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the grievance should proceed to arbitration. If the decision is to not proceed, the grievor(s) may appeal the decision to the grievance committee.

On termination of office each committee member will surrender all books, seals, records and other properties of the Local within one month (thirty (30) calendar days) of leaving office.

(2) Social Committee

It is the function of this Committee to arrange and conduct all social and recreational 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. A ceiling for the Committee's net expenditures shall be fixed annually by the membership but, other than that, all social and recreational events and activities shall be self-supporting. The Executive Board shall be held responsible for the proper and effective functioning of the committee. The Committee shall comprise of between three (3) and six (6) members and will include the Secretary-Treasurer

On termination of office each committee member will surrender all books, seals, records and other properties of the local within one month (thirty (30) calendar days) of leaving office.

(3) Communications Committee

This Committee shall be comprised of the Vice-President as Communications Officer and two members for the purpose of newsletter organization and distribution, and other communication needs (mailings, website, etc.).

On termination of office each committee member will surrender all books, seals, records and other properties of the Local within one month (thirty (30) calendar days) of leaving office.

(4) Occupational Health and Safety Committee

The committee will be comprised of CUPE Local Health and Safety volunteer site representatives.

Where required by the Occupational Health and Safety Act there will be worker representation on Joint Occupational Health and Safety committees who will be approved by the membership of this local. It shall be the duty of these Joint Occupational Health and Safety committee representatives to work in compliance with the Occupational Health and Safety Act (OHSA) and the committee terms of reference which will be reviewed from time to time.

By accepting a position on this committee the members agree to accept Union Health and Safety training courses as soon as they become available (costs for training will be as provided for in the locals bylaws).

On termination of office surrender all books, seals, records and other properties of the local to his successor within one month (thirty (30) calendar days) of leaving office.

(5) Education Committee

This committee will comprise of the Secretary-Treasurer and two (2) officers of the Local. The committee will be responsible for keeping records of courses attended, for ascertaining what training the Officers and members of the Local need and informing the Executive Board and then the membership of what course(s) it recommends members attend.

No executive or general member will attend training unless it was recommended by the Education Committee and approved by the Executive Committee and given final approval by the membership.

(6) OMERS Pension Committee

This committee shall consist of two (2) Executive members and two (2) general members in good standing. These members shall be elected by the general membership.

The committee chair will present all information and changes to the Local's Pension Plan.

This committee will be an ongoing resource for the Local members.

(7) Budget Committee

This committee shall consist of the Secretary-Treasurer as the chairperson, the President and three (3) general members in good standing. These members shall be elected by the general membership, one month after the Executive elections take place.

The Budget shall be presented to the Executive in October (for the upcoming year) and be presented to the membership at the November general membership meeting.

(8) By Law Committee

This committee shall be comprised of one (1) Executive member and two (2) general members in good standing. These members shall be elected by the general membership.

The committee will review previous motions and policies to determine recommendations for By-Law amendments.

(9) Labour Management Committee

In accordance with our Collective Agreement, the Labour Management meetings will be

attended by Committee members consisting of the President, Chief Steward and one general member if necessary.

(10) Pay Equity Committee

These committees shall be comprised as follows:

Steering, consisting of President and three (3) members and;

Rating, consisting of President and three (3) members (different from those on steering).

## **SECTION 15 – COMPLAINTS AND TRIALS**

All charges against members or officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution. **(Articles B.11.1 to B.11.5)**

## **SECTION 16 – 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 By-laws as Appendix "A". These rules shall be considered as an integral part of the By-laws and may be amended only by the same procedure used to amend the By-laws.

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 17 - AMENDMENTS**

- (a) These By-laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these By-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- (b) These By-laws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven (7) days notice at a previous meeting or at least sixty (60) days written notice.
- (c) No change in these By-laws 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.

## **SECTION 18 – PRINTING AND DISTRIBUTION OF BY-LAWS**

Members will receive a copy of CUPE Local 1317 by-laws, either in paper format or via the Local Union web site. Members requesting a copy of these by-laws will be provided a copy in either English or larger font.

## **APPENDIX " A " TO THE BY-LAWS OF LOCAL 1317, CUPE**

### Rules of Order

- (1) The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in the absence the Local shall choose a President pro-term.
- (2) No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the membership at the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the membership at 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 a 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 to 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 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) At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
- (9) 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.
- (10) When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer; except when he rises to a point of order or on a question or privilege he shall not proceed further until recognized by the chair.
- (11) When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor .
- (12) 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 the member thereof
- (13) If a member, while speaking, is called to order, he shall cease speaking until the point is determined; if it is decided he is in order, he may again proceed.

- (14) No sectarian discussion shall be permitted.
- (15) The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
- (16) The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may, in addition, give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
- (17) When a motion is before the Local, no other motion shall be in order except (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
- (18) A motion for the previous question, when regularly moved and seconded shall be put in the form: "Shall the main question be now put?" If it 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.
- (19) A motion to adjourn is in order except (1) when a member has the floor and (2) when members are voting.
- (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 it.
- (21) If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his decision, following which the chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is 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 Vice-President.
- (24) The Local's business, and proceedings of meetings, is not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

**APPENDIX "B" TO THE BY-LAWS OF LOCAL 1317, CUPE**

Out of Pocket Expense Allowance

- (a) Effective January 1, 2009 the following schedule of expenses shall be provided to each Officer, payable in two (2) installments, one on June 30<sup>th</sup> and one on December 31<sup>st</sup> or upon termination of office.

President	-----	\$1,800.00
Vice President	-----	\$1,204.06
Secretary-Treasurer	-----	\$1,204.06
Recording Secretary	-----	\$1,204.06
Chief Steward	-----	\$1,699.86
Workers Safety Insurance Board/Return to Work Rep	-----	\$1,204.06
Sergeant at Arms	-----	\$400.00
Steward	-----	\$850.00
Trustee, per audit	-----	\$110.00

- (c) (b) **Expense Allowance per diem**

\$40.00	Executive Committee – Monthly & Special	By Law Committee
	Labour Management Committee	Negotiating Committee
	Social Committee	Communication Committee
	Education Committee	Trustee Audit Presentation
	Pay Equity Committee	Employee & Family Assistance
	District CUPE Council	Budget Committee
	Grievance Committee	OMERS Pension Committee
<b>\$40.00</b>	NCDS Board Meetings	SEAC
	Committee of the Whole Meeting	
	Or any other meeting that a member is only able to observe and not participate in discussions or give suggestions	

The per diem allowance will NOT be paid if attending meetings during paid working hours except for the executive committee member who normally works the afternoon shift.

A member or executive member will be entitled to only one (1) per diem per day.

A member receiving the above forty (\$40.00) expense allowance will not be entitled to receive meals paid by the local for the day they receive the forty (\$40.00) expense allowance.

- (c) All of the above mentioned expense allowances shall be adjusted annually in accordance with the monetary raise the membership will receive in the contract.
- (d) As at *September 1<sup>st</sup>*, 2008 the kilometer rate shall be set at *forty-five cents (45¢) cents* per kilometer.

Effective *September 1<sup>st</sup>*, 2008 the kilometer rate shall be no less than *forty-five cents (45¢)* per kilometer. All mileage incurred on official union business, excluding membership meetings, shall be reimbursed to each committee member, Officer and authorized member attending at no less than the Employer's Policy rate of pay if higher than forty-five cents (*45¢*) per kilometer.

- (e) Delegates elected or approved to attend Union Events, outside the Niagara Catholic District School Board boundaries, shall be entitled to Lodging over night, and be paid eighty- five dollars (\$85.00) per diem, unless 3 meals per day are provided, in which case only entitled to \$20.00 per day, \$40.00 for half days or evenings and \$40.00 for travel days, for living expenses in addition to mileage, parking and any lost time from employment incurred.

NOTE: Except for medical or religious reasons with receipts provided, the amount will be adjusted to the maximum of the per diem.

For delegates elected to attend Union Events, inside the Niagara Catholic District School Board boundaries, shall be entitled to a \$20.00 per diem.

Any delegate attending a Union event shall be required to attend the activities 100%.

- (f) The Election Committee members shall receive mileage and one hundred dollars (\$100.00) to cover Out of Pocket expenses incurred between their election in March to the close of General Elections in May.
- (g) The schedule of expenses shall be pro-rated for Executive board members for failure to attend Executive and General Membership meetings without prior notification to either the Vice President or Recording Secretary, followed up with a written signed letter.
- (h) If an elected member of the Executive holds an employment position with the Niagara Catholic District School Board and is working an evening or weekend shift and is required to attend Executive, Special or General membership meetings, the local will request a two (2) hour union paid leave of absence from the employer, if requested, no less than one (1) week in advance of said meeting. A \$20.00 per diem shall be provided for Executive and Special Executive Committee meetings.
- (i) No monies will be paid unless supported by a voucher duly signed, with receipts attached and submitted to the Secretary-Treasurer within three (3) months of incurred expense or within one (1) month upon leaving office.