
Bylaws

Local Union 2357



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PREAMBLE

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed, 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 Bylaws 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 for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees, Local No. 2357.

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 Article II of 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 negotiation 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

Feminine pronouns shall be understood to include all genders.

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 bylaws.

(Article B.6.1)

SECTION 4 – MEMBERSHIP MEETINGS

(a) Regular Membership Meetings

Regular membership meetings shall be held a minimum of four times a year. The Executive Board shall give a week's notice of the date of the regular meeting. One of the four (4) meetings each year shall be virtual, the other three (3) meetings will be spread out geographically , West, East and Central to best accommodate all members who wish to attend.

(b) Special Membership Meetings

Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than 24 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (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) Quorum

A quorum for the transaction of business at any regular or special meeting shall be 24 members, including at least three (3) members of the Executive Board.

(d) Membership Meeting Agenda

The order of business at regular membership meetings is as follows:

1. Acknowledgment of Indigenous territories
2. Roll call of officers
3. Equality Statement
4. Voting on new members and initiation
5. Reading of minutes
6. Matters arising
7. Treasurer's Report
8. Communications and bills
9. Executive Board Report
10. Reports of committees and delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business
14. Good of the Union
15. Ajourment

(Article B.6.1)

SECTION 5 – FEES, DUES AND ASSESSMENTS

(a) Initiation Fee

Each application for membership in the Local shall be directed to the Treasurer and shall be accompanied by an initiation fee of one dollar (\$1.00) which shall be in addition to monthly dues. The Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.

(b) Re-admittance Fee

The re-admittance fee shall be \$1.00.

(c) Monthly Dues

The monthly dues shall be 1.5% of the gross wage.

(d) Membership Dues

Changes in the levels of the Initiation Fee, or the Monthly Dues can be affected only by following the procedure for amendment of these bylaws (see Section 16), with the additional provision that the vote must be by secret ballot.

Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these bylaws would be deemed to have been automatically amended to conform to the new CUPE minima.

Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

SECTION 6 – FINANCIAL STATEMENT AND AUDIT

The Executive Board shall ensure each year that by the first regular meeting after the close of the fiscal year the Local Union Trustees shall examine the books and records of the Union and shall report as to the correctness and accuracy of the previous year's financial statements of the Union and shall ensure that every member receives a copy of the trustee's audit.

The Local shall operate on the voucher system to record all amounts paid, covering expenses for travel, per diem, accommodation, etc., for officers and members and properly covered by receipts. No payment shall be made with respect to such claims until such time as an authorized officer of the Local approving payment signs the voucher. All expense vouchers shall be signed by the President and one other member of the Executive board.

The Local shall retain all financial books and records of the Local in safekeeping for a seven (7) year minimum period.

SECTION 7 – VOTING OF FUNDS

- (a) The annual budget shall be presented at the beginning of the fiscal year. Any additional expenses over the approved budget must be voted on by the members.
- (b) All expenses and bills over two hundred dollars within the budget shall first be approved by a majority of the executive. No sum 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.

- (c) **Retirement Gift**

Full time employees shall receive 10 dollars (\$10) for each of the years they have been a member of the Union, up to a maximum of two hundred dollars (\$200). Permanent part-time employees shall receive 5 dollars (\$5) for each year they have been a member of the Union, up to a maximum of one hundred dollars (\$100). Part-time employees shall be defined as per their full time equivalent as anyone working less than thirty-five (35) hours per week.

- (d) **Upon the death of a member**

A donation to the charity of choice, as designated by the family will be given, not to exceed \$75.00.

- (e) **Upon an Executive member leaving office – Purchase of Technology**

If an Executive member is no longer in office and they wish to purchase the laptop/MacBook, they will pay a depreciation rate of 15% a year each year in office of the purchased date with said computer.

- (f) **Honorariums**

a) The following annual expense allowance shall be provided:

President	\$1,600
Unit Vice-President	\$1,200
Secretary-Treasurer	\$1,000
Recording Secretary	\$1,000
Stewards	\$600
Trustees	\$75 (paid at the end of the audit)

- b) The honorarium expenses will be paid on a quarterly basis.
- c) Honorariums are not paid to elected officers or stewards who are on leave, you must be actively working for the local for a minimum of 45 days of the quarter to be eligible for your full honorarium.

(g) **Book Offs**

1. The booking off of officers or members from their job in order to conduct Union business shall only occur at the discretion of the Executive.
2. Authorization to book off any officer or member beyond five (5) days within a given month shall only occur by a notice of motion given in writing and dealt with at a membership meeting.
3. Officers or members that are authorized to be booked off their job in order to conduct union business and lose wages as a result, shall be reimbursed for the lost wages by the Local to a maximum of the member's normal wage.
4. The President's position is a full time book off for the term of office. After completion of one full term in office, in consecutive terms the President shall be receive the highest wage within the local. Vacation and sick leave shall be equal to their current entitlement in the Collective agreement. Benefits and pension entitlements shall be maintained.
5. The two Vice-Presidents will be booked off as follows, the 1st Vice-President shall be a full time book off for the full term in office. The 2nd Vice-President shall be a part time book off, working on a bi-weekly basis for the full term in office. The two (2) unit Vice-Presidents will both work full time for the 10 working days immediately prior to the commencement of the school year. These book offs are required to support members with Return-to-Work meetings, grievances WSIB supports and Health and Safety concerns. Vacation and sick leave shall be equal to their current entitlement in the Collective agreement. Benefits and pension entitlements shall be maintained.
6. The Secretary-Treasurer shall be booked off once a month for Executive Board meetings, and on an as needed basis to pay bills. In addition, the Secretary Treasurer will be booked off to conduct union business on behalf of the membership as needed.
7. The Recording Secretary shall be booked off once a month for Executive Board meetings and booked off the day after General Membership Meetings to complete the Minutes of the General Membership Meetings. In addition, the Recording Secretary will be booked off to conduct union business on behalf of the membership as needed.

(h) **Wage Protection**

The wage of the President shall be grandfathered if the highest wage decreases during the term of the Presidency and any consecutive term thereafter that they hold office.

(i) **Acting Time**

Acting Presidency time, so long as there are no breaks in "Acting" presidency longer than a one (1) year shall count towards the 2-year waiting term before moving up to the permanent President salary, provided that it leads into an Elected term as President.

SECTION 8 – OFFICERS

The officers of the Local shall be the President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer, Recording Secretary, and three (3) Trustees. All officers shall be elected by the membership. (Articles B.2.2)

SECTION 9 – EXECUTIVE BOARD

- (a) All signing Officers of Local 2357 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.
- (b) The Executive Board shall comprise all officers, except Trustees.
- (c) The Board shall meet at least once every month. (Article B.2.2 & B.3.14)
- (d) A minimum of three (3) executive members including the President constitutes a quorum.
- (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. (Articles B.11.1 to B.11.5)

- (h) Should any Board member fail to answer the roll call for three (3) consecutive regular membership meetings or three consecutive (3) regular Board 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. (Article B.2.5)

SECTION 10 – DUTIES OF OFFICERS

The President shall:

- The President's position is a full-time book off for the term of office;
- Enforce the CUPE Constitution and these bylaws;
- 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 her rulings). In the event of a tie, vote a second and subsequent ballot (s) will be taken if necessary, until a candidate receives a majority of votes cast and can be declared elected. In the event that the tie vote persist, subsequent ballots may be deferred to the next membership meeting;
- 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, bylaws, or vote of the membership;
- Be allowed necessary funds, not to exceed \$100.00 monthly, to reimburse herself or any officers for expenses supported by vouchers, incurred on behalf of the Local;
- On termination of office, surrender all books, seals and other properties of the Local to her successor;
- Have first preference as a delegate to the CUPE National Convention. (Article B.3.1)

The Vice-Presidents shall:

- If the President is absent or incapacitated, or the position falls vacant, the 1st Vice-President will perform all duties of the President;
- If the 1st Vice-President is unable or unwilling to do so, the 2nd Vice-President will perform the duties of the President;
- The Vice-Presidents' duties shall include job evaluation, grievances, discipline and workplace health and safety;
- Render assistance to any member of the Executive Board as directed by the Executive Board. (Article B.3.2)

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 and Trustees.
- Record all alterations in the bylaws;
- Answer correspondence and fulfil other 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 the Vice-President;
- On termination of office, surrender all books, seals and other properties of the Local to her successor. (Article B.3.3)

The Secretary-Treasurer shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
- Prepare all CUPE National per capita tax forms and remit payment no later than the last day of the following month;

- Throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, 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;
- Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- Make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- Be bonded through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- All other expenditures must be paid by cheque signed by the Secretary-Treasurer and the President or another signing Officer;
- Pay no money unless supported by a voucher duly signed by the President and one other member of the Board or any two other 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 all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;
- Provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE; On termination of office, surrender all books, records and other properties of the Local to his successor;
- 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. (Articles B.3.4 to B.3.8)

The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees at least once every calendar year;
- Make a written report of their findings to the first membership meeting following the completion of each audit;

- Submit in writing to the President and the 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;
- Inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, 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 the 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.

(Articles B.3.10 to B.3.12)

SECTION 11 – NON-PAYMENT OF DUES and ASSESSMENTS

Any member in arrears for a period of three (3) months or more shall be automatically suspended and his suspension shall be reported to the Executive Board by the Secretary-Treasurer. The Executive Board shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the re-admittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed or unable to work because of sickness, she shall not be required to pay her arrears.

(Article B.8.6)

SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

(a) Nomination

1. The Local President, in consultation with the executive will appoint an election committee consisting of at least three (3) members. Members of the Election Committee shall not be eligible to run for any office nor will they currently hold an Executive Board or Trustee position.

2. The Election Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The election Committee shall designate one of the members as the Chief Returning Officer and notify the Local President who will then notify the membership at large.
3. Notice of election shall be announced in May at a GMM and then subsequently sent out to the membership of each election year via email to those members who have provided the local with a personal email address.
4. Nominations and acceptance of nominations in writing can only be accepted from the Election Committee. Nominations must be received no later than 30 days prior to the election date.
5. Nominations shall be received at the regular membership meeting held one month prior to the termination of term of office.
6. To be eligible for nomination a member shall have attended at least fifty percent of the membership meetings held in the previous twelve months or in the period he was a member, if less than a year, unless a valid reason, acceptable to the Local, is given for non-attendance by the next membership meeting.
7. No nomination shall be accepted unless the member is in attendance at the meeting or has filed his/hers consent in writing to the Election Committee, duly witnessed by another member.
8. A member may accept nomination for a position while holding office. If successful in the election, their resignation from their current position will take effect at that time.
9. In the event that there is only one (1) nominee for any position, the Chief Returning Officer shall declare that nominee elected by acclamation.
10. No member shall be eligible for nomination if he is in arrears of dues and/or assessments.

Nominations will include:

- a) Name of candidate
- b) Position being sought
- c) Statement from the candidate accepting the nomination
- d) Name of Nominator

(b) **Election**

1. The President, 2nd Vice-President and Recording Secretary will be elected in the even years, the 1st Vice-President and Secretary-Treasurer will be elected in odd years.
2. The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
3. The Returning Officer shall be responsible for issuing, collecting, and counting ballots. He/she must be fair and impartial and see that all arrangements are unquestionably democratic.
4. The voting shall take place at the regular membership meeting. The vote shall be by secret ballot.
5. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will 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 ballot will be dropped.
6. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the members' ballot will be spoiled. Voting to fill one office shall be conducted and completed, and recounts dealt with before balloting may begin to fill another office.
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 (c).
8. The results from elections shall be sent via email to all members who have provided personal email addresses within 5 days after the vote.

(c) **Online Voting**

1. If necessary, the Executive in consultation with the Election Committee may establish rules for the conduct of executive officer elections by electronic means, including internet voting for members who are entitled to vote and present at the meeting . These rules must provide for reasonable access to voting, the confidentiality and security of such voting process and to ensure that the provisions for notice and the voting period are no less than those established for in person voting.
2. These rules and processes will be laid out in writing and shared with the membership via email 30 days in advance of any electronic voting that needs to take place.

(d) **Installation**

1. All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for a 2-year term or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three years. (Article B.2.4)
2. The terms of office for Trustees shall be as laid down in Article B.2.4 of the CUPE Constitution.

(e) **By-Election**

Should an office fall vacant pursuant to Section 9 (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 13 – DELEGATES TO CONVENTIONS & CONFERENCES

- Except for the President's option (Section 10), Executive Board members will have first option to attend all conferences and conventions. All delegates to conventions shall be chosen by election at membership meetings.
- Delegates to the Ottawa District Council shall be elected annually. An official reporter for these delegates shall be appointed annually by the President amongst these delegates, and he shall be required to report at each membership meeting of the Local on proceedings at recent meetings of the Council.
- CUPE members shall be reimbursed in accordance with the CUPE 2357 Expense Reimbursement Policy – Appendix B

SECTION 14 – COMMITTEES

Negotiating Committee

- (a) This shall be a special ad hoc committee established at least 6 months prior to the expiry of the Local's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of the President and 4 members, all elected at a membership meeting. 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.

Grievance Committee/Stewards

The committee shall process all grievances not settled at the initial stage. The committee shall consist of the President, Vice-President and the CUPE National Representative. Grievances must be in writing on the forms provided by National Office and must be signed by the complainants or complainant as provided for in the collective agreement. The committee will provide a summary of a general nature to the membership at a General Members Meeting in addition grievance reports will be presented to the Executive Board at Executive meetings and the National Representative will also receive copies.

Roles/Responsibilities of Stewards shall be worded as such:

- Report to 2nd Vice-President on all issues;
- Establish themselves by ensuring that all CUPE members know their identity;
- Required to attend CUPE steward training sessions and other education as directed by the executive;
- Assist members when dealing with workplace problems;
- Maintain their steward email account and answer/check emails on a daily basis;
- If away/sick for extended period (3 days +) notify executive of absence by means of email or phone call;
- Investigate every problem that union members bring to their attention;
- Assist in resolving problems, involve members in resolving problems;
- Work with Executive board;
- Provide information and help members understand their rights, privileges and obligations under the collective agreement;
- Monitor and ensure appropriate actions are taken in response to all complaints and violations of the collective agreement in consultation with the 2nd VP.
- Keep up to date and organized files for future reference;
- Submit Steward reports/notes as requested by the Executive Board;
- Endeavour to strengthen member's awareness of and participation in the Local;
- Impart general knowledge and policing of Collective Agreement

Steward Attendance at Meetings

All stewards appointed by the executive board are required to attend all GMM and Steward meetings, in circumstances where not possible you are to give the executive 24hrs notice of absence. Stewards who fail to attend three consecutive membership or steward meetings without good and sufficient reason, their appointment as steward will be declared vacant and filled at the discretion of the executive board by another appointee.

Special Committees

- The Executive Board may establish or dissolve any Special Committee as it deems necessary in the interest of the Union.
- Such Special Committees shall not communicate or in any other way indicate to any representative of management their opinions or conclusions on any subject directly or indirectly referred to the committee unless such opinions or conclusions have been ratified by the Executive Board and permission has been expressly given to communicate or to make public opinions or conclusions so ratified. Special committees shall only communicate their opinions or conclusions, or answer questions by the membership, to the Union membership, at a membership meeting, after having reported their findings to the Executive Board.
- Bargaining Support Committee/Strike Committee that consists of 1 member (where possible) from each job classification within the CUPE 2357 Local. The members of this committee will be chosen by the executive Board 3 months prior to the expiry of the Local collective agreement.

SECTION 15 – 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 16 – AMENDMENT

- These bylaws 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 bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President. (Articles 9.2(c), 13.3, & B.5.1)
- These bylaws shall not be amended, added to, or suspended except upon a two- third (2/3) majority vote of those present and voting at a regular or special membership meeting following seven days' notice at a previous meeting or at least sixty days' written notice. (Article B.5.1)
- 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. (Articles 13.3 & B.5.1)

APPENDIX "A"

Rules of Order

- The President or, in her 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 her absence, a President pro-term shall be chosen by the Local.
- 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 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 meeting.
- 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.
- 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.
- 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.
- On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
- 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.
- Notice of motion under Section 7 shall be presented in writing at a regular or special membership meeting. The motion shall be placed on the agenda to be voted upon at the next general or special meeting following at least seven (7) days' notice.
- 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. 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.

- 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, but except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.
- When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- 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.
- 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.
- No religious discussion shall be permitted.
- 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.
- 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.
- 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.
- A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now 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.
- A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
- 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 minutes have elapsed.
- 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 the same.

- 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 challenge. The Chairperson may then 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.
- 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.
- 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.
- The Local's business and proceedings of meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

APPENDIX "B"

Expense Reimbursement Policy

CUPE members who attend an authorized workshop, conference, convention or meeting are entitled to reimbursement.

CUPE's expense policy covers the following:

Per Diem

Conferences/Conventions/Out of Town Workshops

Members are entitled to a meal allowance per diem to a maximum of \$85, when meals are not paid or prepaid. The full amount of \$85 only applies where the members' day was through all three meal periods. If not, appropriate reimbursement will be broken down as follows:

Breakfast: \$20.00 Lunch: \$25.00 Dinner: \$40.00

Members are entitled to an out-of-town per diem allowance of \$25 per day for each day following an overnight stay at the meeting location.

In Town Workshops

- (a) If lunch is not provided, members are entitled to a lunch allowance to a maximum of \$22; receipts required. (Excluding alcoholic beverages)
- (b) Members are entitled to a \$15 a day per diem for in town workshops, regardless of the length of the workshop. (full day or half day)

Out of Town Travel

Travel arrangements for members will be made by the Executive or in consultation with the Executive.

For members travelling by personal vehicle, an allowance of 50¢ per kilometre for travel to and from their home, plus receipted parking costs where applicable, is payable. This vehicle allowance is not to exceed the cost of travel for the majority of attendees who will be attending as well. This will be reviewed on a case-by-case basis.

Expenses (authorized by the Executive) for transportation to and from the airport/train/bus station, are reimbursable. Taxi and parking costs require receipts.

Accommodation

Where arrangements are made to have hotel room charges billed directly to CUPE, members are expected to verify and sign their room account before leaving the hotel. Members also must pay any incidental expenses charged to the room account before leaving the hotel. Where members are required to pay the accommodation costs themselves, CUPE will reimburse the approved room rate plus applicable taxes upon submission of the original hotel receipt. (Personal telephone calls are not reimbursable).

Members are responsible for advising the Executive directly of any changes to, or cancellation of their travel plans; otherwise the member may be billed by CUPE for the unused room cost charged by the hotel.

Expense Advance

Advances are available upon request to cover per diem allowances. This request should be made to the Executive, three weeks prior to the meeting (where possible).

Reimbursement of Expenses

A CUPE expense voucher and/or mileage claim forms showing the date of the meeting or event must be completed and signed by the member and submitted with receipts where required, to substantiate all eligible expenditures. Expenses, for which receipts are required, will not be reimbursed until the receipts have been provided. Expenses should be submitted within three (3) weeks of the meeting or event.

*Executive Monthly Expenses

Cell phone expense	\$85
Daytime meeting (before 4pm)	\$10
Evening meeting (after 4pm)	\$20

APPENDIX "C"

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, language 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 persons deserve dignity, equality and respect.



MARK HANCOCK
National President



CHARLES FLEURY
National Secretary-Treasurer

APPENDIX "D"

Code of Conduct

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

CUPE is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. CUPE needs to ensure that we provide a safe environment for members, staff and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding and cooperation will be the basis of all our interaction.

The Code of Conduct sets out standards of behaviour for participants at the national convention, national conferences, schools, meetings, and all other events organized by CUPE National.

It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution. workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

As CUPE members, staff, and elected officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating.
- Take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding the Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking him/her to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At the national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement.
4. Once a complaint is received, the ombudsperson will work to seek a resolution.
5. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
6. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. If the person in charge is a party to the complaint, the director or designate shall assume that role.
8. In a case where a member has been expelled from an event, the National President shall receive a report on the matter.

This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

CUPE National encourages all chartered organizations to develop and adopt a Code of Conduct based on this model, to apply to conventions, conferences, schools and meetings which they organize.

The above Code of Conduct arises from the National Women's Task Force (NWTF) report, and Resolution 209 adopted at the 2007 National Convention.

APPENDIX "E"

Strike Fund

Local 2357 will have a Strike Fund/Strike Committee for the purpose of providing strike pay to participating members in the event of a legal strike or lockout. The fund shall be established with a one-time payment into the fund in the amount of \$300,000 from existing Local 2357 funds and thereafter contributions to the fund shall be \$1,000.00 per month from current dues paid by members.

Strike Fund monies shall be held in a separate account and shall require the signatories of the Treasurer and either the President or Vice-President. These monies may also be invested in secure Canadian financial instruments that can be easily liquidated. Earnings from investments accrue to the Strike Fund.

- On the date of issuance of a No-Board Report, the Treasurer shall ensure that sufficient cash is in the Strike Fund to pay strike pay to members who will actively participate
- In a strike.
- Participating members will receive \$20.00 per active day to a maximum of \$100.00 per week from the Local 2357 Strike Fund and will be paid during the first 10 days of a strike or lockout, and thereafter will be paid by CUPE National in accordance with the CUPE National Strike Fund Regulations as amended from time to time. Participation will be a minimum of four hours per day, five days per week, spent contributing to the strike through picketing or other alternate duties as determined by the strike committee. Alternate duties will be assigned to those members seeking a legitimate accommodation.
- The Treasurer shall report to the membership quarterly on the status of the Strike Fund. A full audit of the strike fund shall be done yearly in conjunction with the regular audit. As well the fund will be audited at the termination of a strike or lock-out.

This provision should replace Appendix F – Strike Policy, and be added to Section 14 – Committees:

Bargaining Support/Strike Committee

The Bargaining Support Committee supports the process of bargaining and actions taken during bargaining prior to any work stoppage in consultation with the Bargaining Committee. In the event of a legal strike or lockout by Local 2357, the Bargaining Support Committee shall convert to the Strike Committee.

The Committee shall consist of sufficient members to carry out the necessary work to support the Bargaining Committee, and if necessary, coordinate strike or lock-out activities.

- The Committee shall elect a Chairperson and any sub-committee chairs as required.
- The Treasurer, and the Vice-President or President shall be ex-officio members of the Committee Throughout bargaining the Committee will be responsible for membership communication.
- The President is the official spokesperson and will be the only Officer speaking in the media. The President will be consulted on all internal communications.
- The Committee will also organize and carry out such activities necessary to support the bargaining efforts.
- In the event of a strike, the Committee will be responsible for arranging and carrying out all activities necessary to support strike actions. This will include but is not limited to arranging for strike headquarters, operational issues, purchasing of items to support the strike, communications, negotiating and establishing protocols with the police and employer.
- The Committee at all times will be accountable to the Executive Board and will seek approval from the Treasurer on all financial matters.
- The funds necessary to fulfill the Committee's mandate, except for strike pay, shall come from Local 2357 Strike Fund.

CUPE 2357 Bylaws (2021)

:gr/cope 491
April 23, 2021