



Bylaws

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INTRODUCTION

Local 1287 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

The following Bylaws are adopted by **Local 1287** in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities and can be found in Appendix "A" attached to these bylaws.

SECTION 1 - NAME

The name of this Local Union shall be Canadian Union of Public Employees, **Local 1287**. **Local 1287** consists of the following units:

1) **THE REGIONAL MUNICIPALITY OF NIAGARA (NIAGARA REGION)**

UNIT shall consist of four (4) units within the Local Union representing groups of members under the scope of the Collective Agreement between this Local and Niagara Region as follows:

TRANSPORTATION SERVICES UNIT – All members employed as field and operations staff in the Transportation Services Division of the Public Works Department and Facilities under Corporate Services.

ENVIRONMENTAL SERVICES UNIT – All members employed in Waste Management Division and the Water & Wastewater Services Division of the Public Works Department, excluding clerical staff at these facilities.

ADMINISTRATIVE & TECHNICAL SERVICES UNIT – All members employed as administrative, support and clerical staff at Regional Headquarters, Environmental Centre, Public Health, Water & Wastewater facilities and the Provincial Offences Act Division.

COMMUNITY SERVICES UNIT – All members employed in the Community Services Department.

2) **WEST LINCOLN UNIT** with all members under the scope of the Collective Agreement between this Local Union and the Township of West Lincoln.

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- 3) **LINCOLN COUNTY HUMANE SOCIETY UNIT** with all members under the scope of the Collective Agreement between this Local Union and the Lincoln County Humane Society.
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- 4) **LINCOLN UNIT** with all members under the scope of the Collective Agreement between this Local Union and the Town of Lincoln.
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- 5) **WELLAND & DISTRICT HUMANE SOCIETY UNIT** with all members under the scope of the Collective Agreement between this Local Union and the Welland & District Humane Society.
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- 6) **NIAGARA REGION SEXUAL ASSAULT CENTRE (CARSA INC.) UNIT** with all members under the scope of the Collective Agreement between this Local Union and Niagara Region Sexual Assault Centre (CARSA INC).
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- 7) **CANADIAN MENTAL HEALTH ASSOCIATION – NIAGARA BRANCH UNIT** with all members under the scope of the Collective Agreement between this Local Union and Canadian Mental Health Association – Niagara Branch.
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- 8) **NIAGARA INSTITUTE UNIT** with all members under the scope of the Collective Agreement between this Local Union and the Niagara Institute.
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- 9) **ST. CATHARINES MUSEUM UNIT** with all members under the scope of the Collective Agreement between this Local Union and the St. Catharines Museum.
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- 10) **JOHN HOWARD SOCIETY OF NIAGARA UNIT** with all members under the scope of the Collective Agreement between this Local Union and the John Howard Society of Niagara.
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- 11) **THE HOPE CENTRE** with all members under the scope of the Collective Agreement between this Local Union and The Hope Centre.
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- 12) **EMTERRA GROUP** with all members under the scope of the Collective Agreement between this Local Union and Halton Recycling Ltd. (Emterra Group).
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- 13) **TOWNSHIP OF WAINFLEET** with all members under the scope of the Collective Agreement between this Local Union and The Township of Wainfleet.

Any other unit certified and incorporated into Local 1287 shall be immediately recognized as a separate unit and be governed by these bylaws.

SECTION 2 – OBJECTIVES

The objectives of **Local 1287** are to:

- (a) Secure the best possible pay, benefits, job security, pensions and retiree benefits, and improve health and safety and general working conditions for its members;
- (b) Support CUPE in reaching all of the objectives as set out in the CUPE National Constitution.
- (c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) To encourage the settlement of all the disputes between the members and their employers through negotiation and mediation;
- (e) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (f) Educate our membership in the history of the Labour Movement and to develop and maintain an intelligent and dignified membership, to work for the passage of improved legislation in the interest of all Labour, to enforce existing laws and to work for the repeal of those which are unjust to Labour at all levels of government; and
- (g) Establish strong working relationships with the public we serve and the communities in which we work and live.
- (h) Recognition of Seniority – Effective January 14, 1991, the Local Union’s policy for backdating seniority is that the Local Union will recognize seniority only from the date of hire in Local 1287 or as allowed for in the Collective Agreement or in accordance with jurisprudence regarding the duty to accommodate as decided by the Supreme Court of Canada.

SECTION 3 – REFERENCES

- (a) Pronouns shall be understood to be gender neutral.
- (b) Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

SECTION 4 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, **Local 1287** shall be affiliated to the following organization(s):

- The CUPE **Ontario** Provincial Division
- The **Niagara District** CUPE Council
- The **Ontario** Federation of Labour
- The **Niagara Region District CLC Labour Council**
- **Municipal Retirees Organization Ontario** (MROO) - The Union shall pay the lifetime membership registration fee for any interested retirees from Local 1287 who wish to join MROO at a cost of \$25.

SECTION 5 – GENERAL AND SPECIAL MEMBERSHIP MEETINGS

Within CUPE Local 1287 the General Membership shall be the highest governing body. Between General Membership meetings, the highest authority shall be the Local Executive Board.

- (a) General Membership meetings of **Local 1287** shall be held for a minimum of six (6) meetings per calendar year. A calendar of General Membership meetings will be established by the Executive Board in September of every year for the ensuing calendar year. The calendar shall be published by the November General Membership meeting.

General Membership meetings shall begin promptly at the time as stated on the notice. The meeting will adjourn no later than three (3) hours from the start of the meeting, except where a 2/3 majority vote of members present express a desire to continue.

When a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the General Membership meeting, and will give members seven (7) days' notice of the date of the rescheduled General Membership meeting.

- (b) Special membership meetings of **Local 1287** may be called by the President or a majority of the Executive Board or may be requested in writing by no fewer than twenty (20) members in good standing, including at least three (3) duly elected officers. The President shall immediately advise members when a special meeting is called, and ensure that all members receive at least forty-eight (48) 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) Agendas for all Regular General Membership meetings must be published at least seven (7) days in advance of the respective meeting by interoffice mail, fax, bulletin

boards, electronic mail, and/or the Local 1287 website (www.cupe1287.com) or mail at the request of those members not in the workplace.

- (d) A quorum for the transaction of business at any general or special membership meeting shall be twenty (20) members, including at least three (3) duly elected officers, one of whom must be the President or 1st Vice President or 2nd Vice President.

In the event of no quorum, the Executive Board shall hold a meeting immediately thereafter, and the Board shall be empowered to continue the Local's business. The minutes of this meeting will be read for information at the next General Membership meeting.

- (e) All members must sign the register at all meetings.

- (f) The order of business at regular membership meetings is as follows:

- i) Roll call of officers
- ii) Reading of the Equality Statement
- iii) Swearing in of new members and Initiation
- iv) Reading and approval of minutes of previous meeting
- v) Presentation of Treasurer's report and approval of expenditures
- vi) Correspondence
- vii) Executive Board reports
- viii) Reports of committees and delegates to conventions/conferences
- ix) Nominations, Elections, and Installations
- x) Unfinished business
- xi) New business
- xii) Good of the Union
- xiii) Adjournment

- (g) All meetings of Local 1287 shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure as set out in CUPE Rules of Order (Appendix B). In situations not covered by such Rules of Order, 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.

- (h) Local 1287 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

- (i) If a member wishes to appeal the Executive Board's decision not to proceed with their grievance, the grievor(s) may appeal the decision in writing to the Local Union office and present their case at the next Executive Board meeting.

SECTION 6 - UNIT MEETINGS

- (a) Bargaining Unit meetings of Local 1287 may be called to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. The President shall advise members of the bargaining unit seven (7) days in advance of the meeting providing the time and location and an agenda. The Unit Secretary or designate will keep and maintain minutes and records. A copy of such minutes must be forwarded to the Local Union.
- (b) The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be ten (10) unit members or fifty percent (50%) whichever is less, including one (1) member of the Unit Executive. Members from other bargaining units in the Local Union may attend these meetings without vote but with voice and are not counted as part of quorum.
- (c) All members must sign the register at all meetings.

SECTION 7 - OFFICERS

The Officers of **Local 1287** shall consist of the following:

PRESIDENT
FIRST VICE-PRESIDENT
SECOND VICE-PRESIDENT
SECRETARY-TREASURER
TRUSTEES (3)
MEMBERSHIP OFFICER
HEALTH & SAFETY COORDINATOR
JOB EQUITY COORDINATOR
WSIB & RTW COORDINATOR
EFAP REPRESENTATIVE
UNIT VICE PRESIDENT
UNIT GRIEVANCE OFFICER
RECORDING SECRETARY (STAFF NON-VOTING)

Unit Executive Board members shall be elected by their respective Unit members. Each Unit shall elect its own Officers, Stewards and Committees in accordance with Section 10 of the Local Union bylaws.

All Units will have a Unit Vice-President, Unit Grievance Officer, Unit Secretary, Location Steward(s) and Health and Safety Representative(s), as required.

All other Executive Board positions will be elected by the total membership.

The Executive Steering Committee shall be comprised of the President, First Vice-President, Second Vice-President and Secretary-Treasurer. Chair of this Committee shall be decided at the start of each meeting. The Executive Steering Committee shall determine the appropriate representation for each Bargaining Unit. A meeting schedule shall be determined by November of every year for the following calendar year.

Elected Officers and Members of Committees are expected to respect confidentiality relating to their duties. Officers are to ensure they do not commit any of the offences outlined in Article B.11.1 of the CUPE Constitution.

Executive Officers shall attend the 'Intro to Stewarding' course within one (1) year of election to office.

SECTION 8 - EXECUTIVE BOARD

- (a) The Executive Board shall include all Officers, except Trustees. Trustees shall perform duties as outlined in Section 9(f) of these bylaws.
- (b) No Executive Board Officer shall hold more than one (1) elected position on the Executive Board. All Executive Board Officers, except the President, shall automatically perform the duties of a Steward in their own Unit, if required.
- (c) The Executive Board shall meet at least ten (10) times per year.
- (d) A minimum of ten (10) voting Officers of the Executive Board constitutes a quorum.
- (e) The Executive Board shall administer and carry out all work delegated to it by the Membership and shall be held responsible for the proper and effective functioning of all committees.
- (f) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (g) Should any Executive Officer fail to answer the roll call for three (3) consecutive regular General Membership meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons (i.e. work, vacation, school, approved leave, bereavement, WSIB, another commitment, etc.) their office shall be declared vacant and shall be filled by an election at the following membership meeting.
- (h) The Executive Board shall receive, consider and decide whether or not all grievances shall proceed to arbitration through the assistance of a mediator (if applicable) as submitted by the Grievance Committee. If the decision is to not proceed, the grievor(s) may appeal the decision at the next Executive Board

meeting. Grievances must in all cases be in writing on the Local Union grievance form and be signed by the complainant(s) as provided for in the appropriate collective agreement.

- (i) A Special Executive Board meeting may be called by the President or their designate, or a majority of the members of the Executive Board. At least forty-eight (48) hours' notice of all Special meetings must be given.
- (j) Upon receipt of a written request by the President or their designate from a member of the Local who is in good standing asking to attend an Executive Board meeting in order to make a presentation to the Executive Board, the President or their designate shall allot a place on the agenda (to a maximum of 15 minutes) of the next Executive Board meeting to that member.

The member(s) shall attend for their presentation only and shall not be privy to any other proceeding of the Executive Board and shall leave the meeting after making their presentation in order to allow the Executive Board to deal with the matter. The member(s) will be informed in writing of that decision by the President or their designate.

- (m) Within one month, vacating Officers shall immediately surrender all books, seals and other properties of the Local Union to their successor, or the President or their designate.
- (n) Each Executive Board Officer shall hold office until the adjournment of the meeting where their successors have been elected, except where the Office is declared vacant in accordance with Section 8(g) and 10(e) of these bylaws, and except where their predecessor fails to continue in Office for the remainder of the meeting at which the election is held.
- (o) The President, First Vice President, Second Vice President and Secretary-Treasurer shall be designated as Signing Officers. Two Signing Officers must sign all cheques or authorize all payments made by the use of non-chequing technology and all Signing Officers must qualify for bonding. If any Signing Officer cannot be bonded, that person will be immediately removed from Office and the position shall be filled by an election in accordance with Section 10 of these bylaws.
- (p) The Signing Officers shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to at least the minimum guidelines established by the National Secretary-Treasurer and distributed to all chartered organizations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer in accordance with the CUPE Constitution.
- (q) The Executive Board may employ the necessary administrative assistance to be paid for out of the Local's funds. Such expenses are to be reported to the Membership as part of the Secretary-Treasurer's Report.

SECTION 9 – DUTIES OF OFFICERS

Each Officer of **Local 1287** is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

(a) The President shall:

- Encourage and foster solidarity within and throughout the Units and Local Union.
- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Be accountable to the Executive Board and members.
- Develop correspondence in compliance with collective agreements, orders from the Executive Board and General Membership, in conjunction with the Secretary-Treasurer or other Executive Officers.
- Preside or appoint a designate from the Executive Board to preside at all General Membership and Executive Board meetings and preserve order.
- Introduce new members and conduct them through the initiation ceremony. New members shall be required to take the following Oath of Membership:

“I solemnly promise and declare that I will support and obey the Constitution of this Union; that I will strive to improve economic and social conditions for my fellow members and for working people generally; that I will defend and strive to extend the democratic rights and liberties of all working people; that I will not purposely or knowingly wrong, or assist others in wronging a member of the Union.”

- Decide all points of order and procedure (subject to appeal to the membership).
- Have a vote on all matters (except appeals against their 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.
- Provide information on the roles and responsibilities of the Executive Board through an orientation meeting as needed for the effective functioning of the Executive Board. Further to the education of Executive Board members, the President will act in a role of mentorship in order that the Unit Executive Officers have a clear understanding of their roles and responsibilities to their respective Units.

- Provide assistance to the Unit Executive Officers to mobilize the membership, assist in bargaining or any other functions necessary upon request of the Unit Executive.
- Oversee and coordinate any paid employees and contracted services of/for the Local Union and consult with the general membership as necessary.
- The President shall have the power to call special meetings when requested in writing by the Executive Board or by twenty (20) members in good standing, including at least three (3) duly elected officers.
- Co-sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the membership.
- Be an ex-officio member of all committees within the Local.
- Have first preference to attend as a delegate to the CUPE National, Ontario Division, Ontario Federation of Labour and any other conference or convention supported by the Local Union, or assign a designate to attend in the President's stead.
- Be in attendance at the Local Union office during regular business hours unless otherwise engaged in Union business, including expectations to attend meetings or functions of the Union outside of regular business hours.
- Be the official spokesperson for the Local Union with the media.
- Be the Local Union's Education Chair. Make recommendations to the Executive Board regarding education courses and which members are eligible to attend. Sit on all Education Committees. Keep a record of each member's education history. Arrange in-house education courses. Provide assistance in registering members' attendance at courses and arrange accommodations through the Union Office.

(b) The Vice-President shall:

- If the President is absent, perform all duties of the President.
- If the office of President falls vacant, be Acting President until a new President is elected in accordance with Section 10(e) of the Local Union's bylaws.
- Be accountable to the Executive Board and members.
- Preside over General Membership and Executive Board meetings in the absence of the President.
- Render assistance to any member of the Executive as directed by the Executive Board.

(c) The Second Vice-President shall:

- If the President and First Vice-President are absent, perform all duties of the President.
- Be accountable to the Executive Board and members.
- Preside over membership and Executive Board meetings in the absence of both the President and First Vice-President.
- Render assistance to any member of the Executive as directed by the Executive Board.

(d) The Secretary-Treasurer shall:

- Function as the Financial & Administrative Officer of the Local.
- 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.
- Be accountable to the Executive Board and members.
- Along with the President or other designated signing officer co-sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws, or vote of the membership. Report on all receipts, expenditures and remaining balances at every regular meeting. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make 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 CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information required to complete the audit, including forms provided by CUPE National.
- Ensure that all staff employed by the Local Union are paid in accordance with their employment contract; submit all subsequent payroll deduction remittances to the appropriate agencies and issue the appropriate income tax forms to staff no later than February 28th each year.
- Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
- Be allowed necessary and reasonable funds, to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.
- Be empowered, with the approval of the Executive Steering Committee, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Oversee the duties of any administrative staff employed by the Local Union.
- Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.
- Preside over membership and Executive Board meetings in the absence of both the President and Executive Vice-Presidents.
- On termination of office, surrender all books, records and other properties of the Local Union to their successor.

(e) The Recording Secretary (staff):

The Recording Secretary employed by the Local Union shall under the direction of the President and Secretary-Treasurer perform administrative duties on behalf of the Local. As an employee of the Local Union, the Recording Secretary shall not participate in or be responsible for any political decisions or non-administrative functions related to the operation of the Local Union.

In the event the Local Union does not employ a Recording Secretary, the Secretary-Treasurer shall be responsible for carrying out the duties of the Recording Secretary.

These duties shall include but not be limited to the following:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report presented by the Secretary-Treasurer. The record will also include Trustee reports.
- Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval.
- Assist the President and Secretary-Treasurer or other Executive Officer with correspondence and fulfil other administrative duties as directed by the Executive Board.
- Keep a record of all correspondence received and distributed on behalf of the Local Union.
- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or auditors.

(f) 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 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 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 have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given 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 Union, and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - Completed Trustee Audit Program
 - Completed Trustees' Report
 - Secretary-Treasurer Report to the Trustees
 - Recommendations made to the President and Secretary-Treasurer of the Local Union
 - Secretary-Treasurer's response to recommendations
 - Concerns that have not been addressed by the Local Union Executive Board.

(g) The Unit Vice-President shall:

- Chair the Unit Grievance Committee and ensure the members of the Unit receive proper representation within the Local Union.
- Provide a written report on activities of the Unit to the Executive Board and membership.
- Consider and report all grievances made by members as submitted by the Unit Grievance Officer or Location Steward and attend all Unit grievance meetings. Grievances in all cases, must be filed in writing on the Local Union grievance forms, with the appropriate grievance number and signed by the complainant(s), as provided for in the Local Union collective agreement. Grievance reports shall be presented to the Executive Board as well as to the membership and copies shall be given to the National Representative.
- Attend all Labour/Management meetings.
- Act as overall Chief Steward for all locations at the workplace in collaboration with the Location Steward to ensure that the employer complies with the terms of the Collective Agreement.
- Offer advice or training to Location Stewards as required in regards to the grievance procedure, protocol etc.

- Ensure that business discussed will be representative of the Unit's interest in particular and the Local Union in general.
- Conduct all Unit elections for Location Steward(s) in accordance with Section 10 of the Local Union bylaws. Appoint Health and Safety Representative(s) with the assistance of the Health and Safety Coordinator annually.
- Keep an accurate record of the Location Stewards within their Unit and shall update this from time to time forwarding a copy to the Union Office.
- Provide the names of any Unit Officer who has vacated their position or any new incumbents to the Local Union Office.
- Participate as a member of the Negotiating Advisory Committee, to ensure proper representation of the Unit during the collective bargaining process.
- Perform duties of a Location Steward for those sites allowed same where the positions are vacant in that location. There shall be no additional expenses paid for performing these duties.
- Keep and maintain minutes and records of all Unit meetings. A copy of such minutes shall be forwarded to the Union Office.

(h) The Grievance Officer shall:

- Preside in the absence of the President and Unit Vice-President at all Unit meetings and to render such assistance as is deemed necessary to the President and Unit Vice-President upon request.
- In the absence of the Unit Vice-President, attend Labour/Management meetings.
- Coordinate all grievances within the Unit and shall sit on the Grievance Committee. Attend all related meetings and may attend grievance mediation at the discretion of the President or their designate.
- Assist with the preparation of documentation for arbitration and will attend arbitration hearings, as required.
- Offer advice or training to Location Stewards as required in regards to the grievance procedure, protocol etc.
- Perform duties of a Location Steward(s) for those sites allowed same where the positions are vacant in that location. There shall be no additional expenses paid for performing these duties.

(i) The Membership Officer shall:

- Guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and with consent of the members present.
- Assist in maintaining the record of membership attendance at meetings.
- Obtain the names of new members and provide such names to the President or presiding Chair for introduction and conduct through the initiating ceremony.
- Perform such other duties as may be assigned by the Executive Board from time to time.
- Be empowered to contact any outgoing Executive Officer and recover any Union property.

(j) The Location Steward shall:

- Be elected at each designated workplace location every two years in June. Such elections shall take place on even years.
- Attend CUPE's 'Introduction to Stewarding' training within one year of election to office.
- Act as the Local Union's representative at the workplace and shall ensure that the employer complies with the terms of the Collective Agreement.
- Investigate and act on all grievances or complaints and attempt to arrive at an agreeable resolution prior to filing a grievance.
- Submit all grievances on the proper forms, keeping accurate records for future reference and in consultation with the Unit Vice-President obtain a grievance number from the Union Office prior to filing.
- Attend grievance and/or other meetings relating to their workplace, at the discretion of the President or their delegate and may be asked to assist with the preparation of documentary evidence for arbitration hearings at the request of the National Representative.

(k) The Health and Safety Coordinator shall:

- Have sound knowledge of the construction and industrial regulations of the Occupational Health and Safety Act; shall offer assistance and advice to Joint Occupational Health and Safety Committee representatives; location Health and Safety Representatives and the membership.
- Review copies of workplace inspections, meeting minutes and Joint Occupational Health and Safety Committee Terms of Reference.

- Comment or appear, as an invited guest, at health and safety meetings as required.
- Assist office staff with tracking activities, attendance.
- In consultation with the Unit Executive and President or their designate, review and appoint or remove Health & Safety representatives annually.
- Report all health and safety related matters that they are aware of to the Local Executive Board and membership for information/action.

(l) The Health and Safety Representative shall:

- Serve at the discretion of the Local Union.
- Be appointed or removed as per section 9 (l) above. Such appointment shall be reviewed and confirmed annually by the Local Union. If terminating your appointment prior to the annual review, must notify the Local Union Office.
- Be required to participate in a CUPE Level 1 Health and Safety course.
- Be committed to improving health and safety conditions in the workplace.
- Assist Joint Occupational Health & Safety Committees with regular workplace inspections.
- Attend Joint Occupational Health & Safety Committee meetings.
- Inform the Health & Safety Coordinator of any incidents or issues affecting the health and safety of the Local Union's membership.

(m) The Job Equity Coordinator shall:

- In consultation with the Local Union's President or their designate be available to assist the membership with Internal/Pay Equity matters. Such duties may include matters related to Internal/Pay Equity negotiations.
- Assist and educate the membership with job evaluation questionnaires/forms or specific job descriptions.
- Attend CUPE's job equity training within one year of being elected to office.

(n) The WSIB and Return to Work Coordinator shall:

- Investigate membership issues involving the Workers Safety Insurance Board (WSIB), and any other related concerns with the return to work process in conjunction with the President and Unit Executive, as required.

- Assist the membership with processing any claims and/or appeals for WSIB, and may assist with Pensions, LTD, and Return to Work concerns at the discretion of the President or their delegate.
- Attend Executive Board meetings and provide a report as to any WSIB or related matters with regard to return to work affecting the membership.
- Attend the Occupational Disability Response Team's (ODRT) WSIB Level 1&2 training within one year of being elected to office.
- On termination of office, surrender all books, records and other properties of the Local Union to their successor.

(o) The EFAP Chair shall:

- Ensure confidentiality of the program.
- Attend and participate in joint EFAP Advisory Committee meetings.
- Report to the Executive Board and membership regarding program status.
- Have knowledge of agencies, programs and services within the community that provide assistance.
- Promote, monitor and evaluate the effectiveness of EFAP programs and services on an ongoing basis.
- Participate in any necessary educational workshops, courses, seminars etc.
- Act as liaison between community agencies, Local Union and the Employer.
- Understand the benefits and support EFAP.
- Understand EFAP statement and policy.
- Have knowledge of related policies, agreements etc., such as Workplace Alcohol and Drug Policy, Wellness, etc.
- Provide assistance to the membership as to the appropriate agencies and organizations for EAP issues/concerns, as requested.
- Provide assistance to the Local Union and Employer with helping members, as requested.

SECTION 10 – NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

(a) Nominations

- At least fifteen (15) days' notice shall be given to members of all nominations meetings and election arrangements, either by newspaper advertisement, mail, electronic mail or bulletin boards.
- Nominations will be received for the Executive Board Officers every three (3) years, starting in 2001. Nominations shall be open and declared closed at the adjournment of the May membership meeting.
- Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
- An all candidates forum may be held following the close of the May nomination meeting as determined by the Election Committee.
- A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
- No member will be eligible for nomination if they are in arrears of dues and/or assessments.

(b) Elections

- For the purposes of electing Executive Officers, elections will take place at the regular membership meeting every three (3) years in June, starting in 2001.
- Effective June 2015, the terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in *Article B.2.4* of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three year period. No member who has been a signing officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.
- At the close of the nomination meeting in May, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and two (2) assistant(s). The Committee will include members of the Local Union who are neither Officers nor candidates for office. The Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
- Voting for elections shall take place at the Local Union office over the course of three (3) consecutive days. The final day to be the date of the regular

membership meeting in June. Polls will be deemed closed at the commencement of the Membership meeting. The vote will be by secret ballot. Voting hours will be open from 8:00am to 8:00pm each day.

- The Committee will form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- The Returning Officer will be responsible for issuing, collecting, and counting ballots. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
- 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 member's ballot will be declared spoiled.
- Candidates may not accept nominations for more than one (1) position. Once a candidate stands for election to any position, he/she shall automatically be deemed to decline all subsequent nominations.
- Every nominee who stands for election shall have the right to appoint one (1) scrutineer to attend and witness the counting of ballots on the election day. The scrutineer's availability on the election day is solely the responsibility of the nominee and shall not affect the election proceedings.
- The candidates with the largest number of votes cast in their favour shall be declared elected. In case of a tie vote, the presiding officer may cast the deciding vote or call for a revote.
- Immediately following the closing of voting, the Returning Officer and Assistants shall proceed to count the ballots. Upon completion of same, the Returning Officer shall notify the President that the report is ready and this report shall be made under the CUPE Constitution.
- Any member may request a recount of the votes for any election and a recount will 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 set out in Section 5(d).

(c) Unit Elections and Appointments

Nominations and elections for Location Steward(s) will take place every two (2) years in the even years in June. Voting will take place at the appropriate work location(s) or at a unit membership meeting by secret ballot.

Appointments for Workplace Health and Safety Representative(s) will be conducted as an annual review in accordance with Section 9(m) of these bylaws.

(d) Installation

- All duly elected Executive Officers shall be installed at the meeting at which elections are held and shall continue in office for three (3) years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years.
- The Oath of Office to be read by the newly-elected Officers is:

“I, _____, do most sincerely promise that I will truly and faithfully, to the best of my ability, perform the duties of my office for the ensuing term, as prescribed in the Constitution and laws of the Canadian Union of Public Employees, and as an Officer of this Local Union will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions.

I further promise that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Local Union in my possession to my elected successor.”

(e) By-Election

- i.* Should an Executive office fall permanently vacant, pursuant to Section 8(h) and 8(n) of these bylaws or for any other reason, the resulting by-election will be held at the next membership meeting and should be conducted as closely as possible in conformity with this Section. The Schedule of Expenses for such position shall be pro-rated in this event regardless of resignation.
- ii.* However, should an office fall temporarily vacant due to an employer approved leave of absence greater than six (6) months, the vacancy shall be filled by a Presidential appointee for the continuum of Executive functionality. The President shall use their discretion to determine what constitutes a temporary vacancy for the good of the Union. The Schedule of Expenses for such position shall be pro-rated.
- iii.* Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

SECTION 11 – FEES, DUES, AND ASSESSMENTS

(a) Initiation Fee

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of five dollars (\$5.00) which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

(b) Re-Admittance Fee

The Re-admittance fee shall be \$2.00 (see Section 12).

(c) Monthly Dues

The monthly dues shall be 1.8% of each member's regular wages. Any change in the Local Union's Dues can only be made at a regular membership meeting when a notice of motion has been given previously except where the minimum dues are raised by an amendment to the CUPE National Constitution.

(d) Strike Fund

For the purposes of the Strike Fund, a referendum shall be held to allow automatically a six (6) month renewal of the Strike Fund until the two million dollar (\$2,000,000) target is achieved or proper motions have been received respecting the Strike Fund Terms of Reference (TOR) and accepted by the Membership to modify the existing Strike Fund TOR (Appendix C).

(e) Solidarity Fund

There shall be a Solidarity Fund established from the dues collected at a rate of twenty-five cents (\$0.25) per member per month to a maximum of ten thousand dollars (\$10,000.00). In the event the maximum is reached this and any surplus funds will be redirected to the Education Fund.

All money within the Solidarity Fund will be used to support other locals in times of strike and/or fight back campaigns. The Executive Board shall determine the amount of the donation given based upon situation.

(f) Education Fund

There shall be an Education Fund established from the dues collected at a rate of seventy-five cents (\$0.75) per member per month.

All money within the Education Fund will be used to host union educational courses and to educate members of the Local Union in need of training or demonstrate an interest in taking union courses. The Executive Board shall advise the Membership of all upcoming educational opportunities and determine how many members can be sent to courses based on the funding that is available.

(g) Emergency Fund

There shall be an Emergency Fund established at ten thousand (\$10,000) from the dues collected. If the Emergency Fund falls below five thousand (\$5,000), this fund will be replenished in accordance with the appropriate operating expenditure.

All money within the Emergency Fund will be used for special events or circumstances as determined by the Executive Board. All expenditures taken from this Fund will be reported at the next Executive Board and Membership meeting.

(h) Capital Asset Fund

There shall be a Capital Asset Fund established in five thousand (\$5,000) dollar annual increments to a maximum of twenty thousand (\$20,000) dollars.

SECTION 12 - NON PAYMENT OF DUES AND ASSESSMENTS

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

SECTION 13 - VOTING OF FUNDS

(a) Local 1287 will pay out funds under the following circumstances:

- i. Ordinary office expenditures excluding capital assets, i.e. bills, etc.
- ii. When the expenditure has received prior authorization through a membership approved budget.
- iii. When these bylaws approve the expenditure; or
- iv. Through a vote of the majority of members at a membership meeting.

Authorization to pay per capita tax to CUPE National, CUPE Ontario Division, or any labour organization the Local Union is affiliated with, is not required.

(b) In the case of a grant or a contribution to a cause within or outside of CUPE greater than \$1,000, a notice of motion shall be given in writing at a regular membership meeting and then approved at the following regular membership meeting before the grant or contribution can be paid out.

Guidelines for contribution maximums are as follows:

i. Bereavement

Death of CUPE 1287 member	\$100
Other	\$50

ii. **Personal Appeals**, to be determined by the Executive Board.

CUPE 1287 member	\$500 max.
Other CUPE Locals	\$50-100
Non-CUPE	\$25-100

iii. **Strike Appeals**

- To be determined by the Executive Board and paid through the Solidarity Fund.
- Appeals made at CUPE Conventions may be authorized up to a maximum of \$500 by consensus of the delegates attending.

iv. **Special Events, i.e. Special Meetings, Training, Seminar, Political Action**

- The Executive Board may be authorized to send delegate(s) to special events which is to be drawn from the Emergency Fund and approved at the next Membership meeting.

v. **Conventions/Conferences**

- The Executive Board may be authorized to send delegate(s) to conferences/conventions covering lost time, registration and accommodations. All expenditures will be approved at the next general membership.

(c) No member of **Local 1287** will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these bylaws.

(d) If a member or members of the Local retains an independent lawyer on their behalf, the Local assumes no responsibility for payment of legal fees.

SECTION 14 - EXPENDITURES OF THE LOCAL

a) Expenditures of the Local Union shall only be for the purposes of the Local Union, as authorized in the Bylaws of the Local Union, or as duly authorized by a majority vote of the membership at a regular meeting of the Local Union. All expenditures shall be made by cheque signed by the Secretary-Treasurer and counter-signed by the President or such other officer as the Local Union may designate; however, a petty cash fund may be authorized by the Local Union from which nominal expenditures can be made.

b) It is understood that the Local Union credit card is to be used for Local Union business expenses only and that each expense must be accompanied by an itemized receipt which indicates the purpose of the expense.

c) A capital asset fund shall be established to replace and/or upgrade office equipment including software/hardware, furniture, etc. The Executive Board shall be authorized to use the fund in accordance with service agreements or every 3-4 years.

- d) Any assets belonging to the Local Union shall remain the property of Local 1287 unless sold as duly authorized by a majority vote of the membership at a regular meeting of the Local Union.
- e) The “Union President’s Paid Leave of Absence” shall be compensated at the highest band (Schedule A) in accordance with Article 24.17 of the current Niagara Region Unit Collective Agreement. The difference shall be paid out by the Local upon receipt of invoice by the employer.

Schedule of Expenses

- a) The following Schedule of Expenses shall be provided to each officer, payable in the month of July each year.

President (if unpaid)	\$1,500
First Vice-President	\$1,100
Second Vice-President	\$1,100
Secretary-Treasurer	\$1,100
Unit Vice-President	\$600
Unit Grievance Officer	\$500
Health & Safety Coordinator	\$500
Job Equity Coordinator	\$500
WSIB & Return to Work Coordinator	\$500
Membership Officer	\$200
EFAP Committee Representative	\$150
Location Steward	\$220
Health & Safety Representative	\$120
Trustee	*\$120/audit
Website Administrator	\$150
Labour/CUPE Council Delegate	*\$20/meeting

**** To be paid upon submission and confirmation of expense form.***

The Schedule of Expenses shall be pro-rated during an election year, if necessary.

The Schedule of Expenses shall be pro-rated for Executive Officers for failure to attend Executive and General Membership meetings without prior notification. It is the duty of each Executive Officer to attend all Executive Board and General Membership meetings. If unable to attend for any reason, they are responsible to inform the President or designate, either by email or phone, prior to the commencement of each scheduled meeting.

- b) All mileage incurred on official Union business, excluding membership meetings, shall be reimbursed to each committee member, officer and steward attending as per the rate set by the Local Union's largest employer.
- c) To ensure proper unit representation, when a meeting with the employer has been scheduled during the Executive Officer's off duty hours, the Officer shall attend the meeting at his/her discretion, with advance notification to the Union Office. Renumeration (lost time) shall be through equivalent time off at their base rate of pay, with the approval of the President or his designate. All lost time claims must be authorized through the Union office prior to attendance.
- d) The above Schedule of Expenses shall be pro-rated in the event of a permanent or temporary vacancy.

Each Executive Board member will be allowed to miss two (2) meetings, per fiscal year, for personal reasons not identified in Section 8(h) before proration occurs. An Executive Officer must be in office for at least six (6) months of their term to be eligible.

- e) Location Stewards are expected to attend General Membership and Unit meetings as part of their Stewarding responsibilities.

Each Health & Safety Rep. is expected to attend all scheduled health and safety meetings and provide the Union Office with a copy of the minutes of those meetings.

- f) The minimum Schedule of Expenses an Executive Board member can receive in any fiscal year is 50% of the appropriate rate outlined above.

An Executive Board member must be in office for a full fiscal year of their term to be eligible for this minimum payment.

SECTION 15 - CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending meetings. Local 1287 is committed to removing barriers within its control so that all members have equal access to participation.

- (a) When it is practical and demand warrants, Local 1287 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed to a maximum of the living wage for the area for each hour of required care. Written requests for child care, dependent care or elder care must be made one (1) week prior to meeting. Reimbursement will be provided upon proof of payment to a maximum of four (4) hours.

- (b) Any member who is on authorized Local 1287 business may be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

SECTION 16 - DELEGATES TO CONFERENCES, CONVENTIONS AND SCHOOLS

- (a) Except for the President's option [Section 9 (a)], all delegates to conventions, conferences, and schools shall be chosen by election at membership meetings. The Local Union shall not be responsible for any accident or property loss/damage incurred by delegate(s).
- (b) At the General Membership meeting following the receipt of the "Call" to conventions of all organizations with which this Local Union is affiliated, the Executive Board shall make recommendations to the floor as to the number of paid delegates the Local Union is entitled to represent the Union at such conventions. Nominations and elections of such candidates shall be held at the same meeting. Only members who are in good standing may stand for election to such conventions. To the extent practicable at least one delegate shall be a member of a non-regional bargaining unit of the Local.
- (c) Further to and notwithstanding (b) above, fifty percent (50%) of delegates to conventions, conferences and seminars will be recommended by the Executive Board to the General Membership. Where the number of delegates being sent is an odd number, the Executive will recommend fifty percent (50%) plus one of the delegates.
- (d) When members are called to attend schools or seminars, the members of all committees shall be given due consideration. Delegates are required to submit a written report to the membership, either separately or collectively. Failure to provide a written report to the membership will result in members being excluded for election to any subsequent schools, seminars, conventions etc. for a 2 year period. Where possible, the members shall cover all workshops being presented.
- (e) Delegates to the Niagara District CUPE Council shall be elected from the General Membership annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council. Delegates shall be provided an allowance of twenty dollars (\$20) per meeting attended.

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- (f) Delegates to the Niagara Region Labour Council shall be elected from the General Membership annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall report at each Local Union membership on proceedings at recent meetings of the Council. Delegates shall be provided an allowance of twenty dollars (\$20) per meeting attended.
- (g) All delegates attending conventions, conferences, or schools held outside the Niagara region shall be paid the following allowances:
1. Transportation expenses (at economy, tourist or coach rates) as follows:
 - i. To any site within a 200 km radius, personal vehicle mileage allowance with the stipulation that car-pooling is required and shall be the responsibility of the delegates to make these car-pooling arrangements, or public transportation, whichever is least.
 - ii. To any site over 200 km but less than 400 km radius, arranged by the delegates with the equivalent of normal bus fare or van-pooling if the number of delegates is sufficient.
 - iii. To any site greater than 400 km radius, economy air fare and on-site travel expenses verified with receipts.
 2. Per diem up to a maximum of Seventy-Five Dollars (\$75.00) per day for meals as follows:
 - Eighteen Dollars (\$18.00) for breakfast;
 - Twenty-Five Dollars (\$25.00) for lunch;
 - Forty (\$40.00) for dinner.
 3. Reimburse the member's employer for any lost wages.
 4. Where an overnight stay is required, the single room rate accommodation at the function's designated hotel(s).
- (h) Delegates to conventions, conferences, and schools held locally shall be reimbursed for transportation costs and the applicable per diem allowance as noted above for meals incurred as long as there were no meals included in the registration cost. The Local Union will reimburse the member's employer for any lost wages. The Local Union will not pay lost time for member on scheduled day off.
- (i) Any member of this Local Union who wishes to attend a convention, conference or school and is willing to provide their own lost time, accommodation and transportation, will receive the allowable per diem and registration fee paid by the Local Union with prior approval of the Executive of this Local and the General Membership.

- (j) **Local 1287** will provide members with their per diem allowance prior to their attending the convention, conference or school.
- (k) **Local 1287** encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and schools.

SECTION 17 – STANDING COMMITTEES

While various committees have been designated as Standing Committees, this in no way precludes the possibility of further committees being established from time to time as may be required.

A. Negotiating Advisory Committee/Bargaining Team

- i) This will be a special committee established at least six (6) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a bargaining team has been elected. The committee shall elect its own Chairperson.
- ii) The function of this committee is to prepare collective bargaining proposals.
- iii) The committee shall consist of at least three (3) members elected from each Unit concerned, one of whom will be the Unit Vice President, ensuring equitable representation wherever possible.
- iv) The committee as a whole shall elect a bargaining team consisting of representatives from each unit and/or in accordance with their respective collective agreements. It is at the discretion of the unit bargaining team to determine the method of voting for ratification purposes.
- v) The CUPE Representative assigned to the Local Union 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.
- vi) All members of Local 1287's bargaining team shall attend CUPE's collective bargaining workshops.
- vii) All expenses over and above the per diem allowance, arising from the Negotiating Committee and subsequent bargaining team shall be reimbursed, excluding alcoholic beverages.

B. Executive Steering Committee

This committee will:

- Be the Signing officers of the Local Union.
- Discuss any administrative and/or Local Union business to be actioned by the Executive Board and membership for action.

- Ensure that the Local's Units are represented and functioning effectively and efficiently.

The committee members will consist of the President, First Vice President, Second Vice President and Secretary-Treasurer. The committee shall appoint a Chairperson from among its members.

C. Grievance Committee

This committee will:

- Oversee the handling of all local grievances.
- Receive copies of all grievances.
- Report on the status of all grievances to be submitted to the Executive Board, the CUPE Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will recommend to the Executive Board whether or not the grievance shall proceed to arbitration and/or mediation.

The committee members will consist of the President and/or their designate, and the Unit Executives in consultation with the CUPE Representative or as otherwise described in the Collective Agreement.

D. Bylaw Committee

This committee will:

- Review the bylaws annually and make recommendations to the General Membership on proposed amendments through notice of motion and approved at the following general membership or special membership meeting.
- Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendment will conform to the remainder of the bylaws and the CUPE National Constitution.
- Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The committee members will consist of the elected chairperson and at least 3 Executive Officers. The committee shall appoint a secretary from among its members.

E. Social Committee

This committee will:

- Arrange and conduct all social, cultural, and recreational activities of the Local Union, 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 budget for the committee will be fixed annually by the membership but, other than that, all social, cultural, and recreational events and activities shall be self-supporting.
- Arrange and conduct such functions as may from time to time be decided upon by the General Membership.

The committee members shall consist of the chairperson and a minimum of three (3) members.

F. WSIB and Return to Work Committee

This Committee will:

- Investigate members' difficulties with WSIB or non-occupational (Short-term Disability/Long Term Disability) claims, determine if all entitlements are being provided and to advocate as required on behalf of the member to resolve all problems within the scope of the Local Union.
- The committee shall remain current with WSIB guidelines and rulings to better advise members of their rights and entitlements.
- It is their further responsibility to ensure the proper conduct of the Corporation with respect to their administration of the WSIB Act provisions and their effect on the Local Union's members.
- The committee shall ensure that the "duty to accommodate" has been met and that all reasonable work has been considered and offered to a member seeking re-employment. The committee shall be responsible to discuss with the Corporation modifications in job content to facilitate the re-employment of the member with the organization.
- The committee members shall be reimbursed for reasonable incidental expenses incurred during the performance of its duties and such expenses shall be submitted within thirty (30) days.

The Committee shall consist of the WSIB & Return to Work Co-ordinator, the President and/or their designate, the Unit Executive and the Health and Safety Coordinator, as required.

G. Job Evaluation Representative(s) [for JJEC]

- Representatives of the Union shall be elected at the regular General Membership meeting every three (3) years in June, starting in 2019. Alternates if necessary shall be appointed by the President or their designate and the Unit Vice President.

SECTION 18 - 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.

SECTION 19 – RULES OF ORDER

All meetings of the Local Union will 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 “B”. 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 “B”, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot’s Rules of Order shall be consulted and applied.

SECTION 20 – AMENDMENTS

1. These bylaws are always subordinate to the CUPE National 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 National Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE National Constitution.
2. These bylaws shall not be altered, suspended or amended unless notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting, or 60 days before in writing. Any changes to these bylaws may only be adopted by a two-thirds vote of the members present at a regular or special membership meeting called for that purpose.
3. No change in these bylaws will be valid and take effect until approved by the National President of CUPE. The validity will date from the letter of approval from the National President.

SECTION 21 – PRINTING AND DISTRIBUTION OF BYLAWS

Members may request a copy of **Local 1287** bylaws, either in paper format or via the Local Union web site at www.cupe1287.com. Members with special needs may request a copy of the bylaws in larger font.

Appendix "A"

CUPE NATIONAL 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 persons deserve dignity, equality, and respect.

Appendix "B"

RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
20. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.

23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. After a question has been decided, any two members who have voted with the majority can move reconsideration, provided that a motion for reconsideration is made at either the meeting where the decision proposed for reconsideration was made, or at the very next meeting.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.

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

Appendix "C"

CUPE LOCAL 1287 STRIKE FUND - TERMS OF REFERENCE

The following CUPE Local 1287 Strike Fund Terms of Reference is as it currently exists and may be amended from time to time.

1. Strike fund shall be placed in a separate account with three (3) signing officers from the Strike Fund Committee: the Local President, the Treasurer and a designate from the Executive Board. Such account and related investments should be the best interest bearing vehicles available.
2. Strike fund shall only be used for the benefit of the Bargaining Units within Local 1287, when they are on strike.
3. Strike fund shall only be used to pay each qualified Member in the Bargaining Unit which is on strike, for payment of strike related expenses, and for no other purpose.
4. Each Member of a Bargaining Unit in Local 1287 shall contribute \$2 per week in addition to regular union dues, until \$2,000,000 has been accumulated, at which time contributions shall cease. Should the strike fund at any time, fall below \$1,500,000 the contribution will be reinstated until the strike fund reaches \$2,000,000.
5. Each Member of a Bargaining Unit in Local 1287 which is on strike shall receive \$200 per week in addition to their regular strike pay (of \$300 from CUPE National). Such money shall be administered until the end of the strike or until the strike fund is depleted. Strike pay begins to accrue on the 1st day after the strike has commenced. Payments will be made in conjunction with the CUPE National Strike Fund Regulations. When funds are not sufficient to pay \$200 per week per member, each Member shall receive an equal share of the balance.
6. Donations collected from outside sources during the course of a specific strike, will be deposited into the Strike Fund Account. On the recommendation of the Strike Fund Committee, these additional funds shall be distributed and/or used to benefit the striking Members for whom the donation was issued. Each strike will be considered separately.
7. It is recognized that these Terms of Reference are of special interest to all members and the following conditions shall apply to any proposed amendments.
 - (a) The Local Union can amend or add to its Terms only if a: "notice of the intention to propose the amendments was given at least seven days before at a previous membership meeting or 60 days before in writing."
 - (b) A 2/3 majority of Members present is required to carry the motion.

8. These Terms of Reference shall be reviewed on a yearly basis by the Executive Board.
9. The Treasurer shall report on the balance in the strike fund. The Trustees shall include the strike fund in their regular annual audits.