

---

# By-laws

# Local Union 1628

---

Last approved by CUPE National May 2022



<b><u>Table of Contents</u></b>	2
INTRODUCTION	3
SECTION 1 – NAME	3
SECTION 2 – OBJECTIVES	3
SECTION 3 – REFERENCES	4
SECTION 4 – MEMBERSHIP	4
SECTION 5 – AFFILIATIONS	4
SECTION 6 – MEMBERSHIP MEETINGS	5
SECTION 7 – OFFICERS	5
SECTION 8 – EXECUTIVE BOARD	6
SECTION 9 – DUTIES OF OFFICERS	6
SECTION 10 – NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS	11
SECTION 11 – FEES, DUES AND ASSESSMENTS	13
SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS	13
SECTION 13 – EXPENDITURES	13
SECTION 14 – OUT-OF-POCKET EXPENSES	15
SECTION 15 – CHILD CARE, DEPENDENT CARE AND ELDER CARE	15
SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS	16
SECTION 17 – COMMITTEES	16
SECTION 18 – COMPLAINTS AND TRIALS	19
SECTION 19 – RULES OF ORDER	19
SECTION 20 – AMENDMENTS	19
SECTION 21 – PRINTING AND DISTRIBUTION OF BY-LAWS	19
SECTION 22 – MISCELLANEOUS	20
APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT	20
APPENDIX B – CODE OF CONDUCT	21
APPENDIX C – RULES OF ORDER	22

## **INTRODUCTION**

Local 1628 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all 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 1628, 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 the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix A to these bylaws.

CUPE chartered organizations may also wish to adopt a Local Union Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization. The Local Union Code of Conduct can be found in Appendix B to these bylaws.

## **SECTION 1 – NAME**

The name of this Local Union shall be Canadian Union of Public Employees, Local 1628 (The Peel District School Board).

## **SECTION 2 – OBJECTIVES**

The objectives of Local 1628 are to:

- a. Secure the best possible pay, benefits, working conditions, job security, pensions, and retiree benefits for its members.
- b. Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
- c. Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers.
- d. 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 the same wherever it occurs or appears.

- e. Establish strong working relationships with the public we serve, and the communities in which we work and live; and
- f. Support CUPE in reaching all the objectives set out in Article II of the CUPE National Constitution.

## **SECTION 3 – REFERENCES**

- a. Feminine pronouns shall be understood to include the masculine gender.
- 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 – MEMBERSHIP**

### **a. Oath of Membership**

New members will take this oath:

**“I promise to support and comply with the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers, and that I will not purposely or knowingly harm or assist in harming another member of the Union.”**

(Article B.8.4)

### **b. Continuation of Membership**

A member continues as a member in good standing while employed within the jurisdiction of the Local Union, unless the member loses good standing under the provisions of the CUPE National Constitution.

(Article B.8.3)

### **c. Member Obligations**

Members are obligated to abide by the CUPE National Constitution and these by-laws as amended from time to time.

## **SECTION 5 – AFFILIATIONS**

To strengthen the labour movement and work toward common goals and objectives, Local 1628 may be affiliated to and pay per capita tax or levies to the following organization(s), (upon recommendation by the Executive Board and approval of the membership):

- CUPE Ontario Provincial Division (OD);
- Peel District CUPE Council (PDCC);
- Ontario School Board Council of Unions (OSBCU);
- Canadian Labour Congress (CLC);
- Ontario Federation of Labour (OFL);
- Peel Regional Labour Council (PRLC).

## **SECTION 6 – MEMBERSHIP MEETINGS**

**a. Regular Membership Meetings**

A minimum of five (5) membership meetings per year shall be held on dates set by the Executive Board. At least two (2) weeks' notice of set date shall be given to the membership.

**b. Special Membership Meetings**

Special membership meetings of Local 1628 may be required by the Executive Board, and/or requested in writing by no fewer than 25 members. The President shall call a special meeting 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. Change of Venue**

The Executive Board encourages use of the Local 1628 Union Hall for meetings. In the event that the Union Hall does not meet the Local's needs for location or size, the Executive Board shall be authorized to pay reasonable costs for the rental of an alternate location or expenses so that meetings may be held virtually.

**d. Quorum**

The minimum number of members required to be in attendance for the transaction of business at any regular membership meetings shall be fifteen (15) members, including at least three (3) members of the Executive Board, and at special membership meetings fifteen (15) members, including three (3) Executive Board members.

**e. Membership Meeting Agenda**

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

1. Roll call of officers
2. Reading of the Equality Statement and Territorial Land Acknowledgement
3. New members initiation
4. Reading of the minutes
5. Matters arising from the minutes
6. Secretary-Treasurer's Report
7. Communications
8. Executive Board Report
9. Reports of Committees and Delegates
10. Nominations, Elections, or Installations
11. Unfinished business
12. New business
13. Good of the Union
14. Adjournment

(Article B.6.1)

## **SECTION 7 – OFFICERS**

The Officers of Local 1628 shall be the President, Vice-President, Recording Secretary, Secretary-Treasurer, Executive Steward, two (2) Executive Members At Large, three (3) Trustees, and two (2) Sergeant-at-Arms. All officers shall be elected by the membership. If a vacancy occurs during a term of office, then the Executive Board shall have the power to appoint replacements on a pro-term basis, three (3) months, until an election can be held as per Section 10(d). Any past Executive Board Member may be invited to be on the Executive Board in an advisory capacity for up to one (1) year only.

(Articles B.2.1 and B.2.2)

## **SECTION 8 – EXECUTIVE BOARD**

- a. The Executive Board shall include all Officers, except Trustees and Sergeant-at-Arms. (Article B.2.2)
- b. The Executive Board shall meet at least once every month from September to June. (Article B.3.14)
- c. A majority of the Executive Board constitutes a quorum.
- d. 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.
- e. The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees. They shall be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's fund.
- f. Should any Executive Board member fail to answer the roll call for three consecutive regular General Membership meetings, or three consecutive regular Executive Board meetings, without having submitted good reasons, their office shall be declared 'vacant' and shall be filled by an election as per Section 10(d). (Article B.2.5)
- g. All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution. (Article B.11.1)
- h. Upon application for a position outside of CUPE 1628, the Executive Board / Committee member will be released from their responsibilities until determination of the application.

## **SECTION 9 – DUTIES OF OFFICERS**

Each Officer of Local 1628 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

All Officers must give all properties, assets, funds, and all records of the Local Union to their successors at the end of their term of Office.

(Article B.3.9)

All signing Officers of Local 1628 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.

(Article B.3.5)

### **DUTIES OF OFFICERS**

#### **The President shall:**

- Assume the office as a 12-month position.
- Enforce the CUPE Constitution, Code of Conduct, Equality Statement and these CUPE 1628 By-laws.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Preside at all General Membership and Executive Board meetings and preserve order.
- Be an automatic member of all Committees and assume full responsibility for all committee work performed on Peel District School Board time (during normal work hours), with back-up from Executive Board members when necessary.
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote, or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties and exercise supervision and proper functioning over the affairs of the Union.
- Fill committee vacancies as needed, by appointment, where elections are not provided for, with consensus of the Executive Board.
- Introduce new members and conduct them through the initiation ceremony.
- Approve payments, be a signing authority, and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, the Local Union By-laws, or by vote of the general membership.
- Have first preference as a delegate to the CUPE National Convention, OSBCU, and Ontario Division.
- Attend related conferences, conventions, seminars, and necessary training, such as Labour Relations Courses and Financial Officer's training courses.
- Should be present for all grievances.

#### **The Vice-President shall:**

- In the absence or incapacitation of the President, perform all duties of the President.
- If the office of the President falls vacant, act as President until a by-election can be held for a new President (as per Section 10(d)).
- Preside over Executive Board meetings and General Membership meetings in the absence of the President.
- Render assistance to any member of the Executive Board as directed by the Executive Board.
- Be a signing authority and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, the Local Union By-laws, or by vote of the membership.

- Attend related conferences, conventions, seminars, and necessary training, such as Labour Relations Courses and Financial Officer's training courses.
- Ensure all records are ready on reasonable notice for Auditors and Trustees.
- Perform other duties as required by the President, the Local Union, its By-laws, or the National Constitution.
- Be an ex-officio member of all the Local's committees, as directed by the President.

**The Recording Secretary shall:**

- Take the CUPE Recording Secretary course.
- Keep full, accurate and impartial accounts of the proceedings of all regular or special membership and executive board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (General Membership meetings) presented by the Secretary-Treasurer. The record will also include the Trustees' Reports.
- Record all amendments and/or additions to the by-laws and make certain that these are sent to the National President for approval before implementation.
- Answer correspondence and fulfill other administrative duties as directed by the Executive Board.
- File a copy of all letters sent out and keep on file all communications, incoming and outgoing.
- Prepare and distribute all circulars, notices and agendas for Executive Board meetings and General Membership meetings to the appropriate members.
- Prepare a separate record from the minutes of all approved Motions from Executive Board meetings and General Membership meetings to be kept in an easily accessible format for future reference.
- Have all records ready on reasonable notice for Auditors and Trustees.
- Preside over General Membership and Executive Board meetings in the absence of both the President and Vice-President.
- Ensure attendance is recorded for all executive board and general membership meetings.
- Perform other duties as required by the President, the Local Union, its By-laws, or the National Constitution.

**The Secretary-Treasurer shall:**

- Take the Financial Officer's Course.
- 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 a signing authority and sign all cheques, in consultation with the executive, and designate an alternate signing officer for prolonged absences, and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, the Local Union By-laws, or by vote of the general membership.
- Prepare all CUPE National per capita tax forms, including \$1.00 of each initiation fee on all members admitted, and remit payment no later than the last day of the following month.
- Be responsible for maintaining, organizing, 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 with 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/concerns raised by the Trustees.
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- 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.
- Perform other duties as required by the President, the Local Union, its By-laws, or the National Constitution.

**The Executive Steward shall:**

- Have been a Steward.
- Be Chairperson of the Grievance Committee which meets a minimum of twice a year.
- Keep up-to-date listing of Stewards for each Family of Schools and Board Offices.
- Process grievances.
- Be responsible for communicating with all Stewards within the Local and providing information regarding the education of the Stewards.
- Assist Stewards with the preparation and implementation of grievances, if so requested.
- Should be present for all grievances.
- Be responsible for maintaining, organizing, and keeping on file, copies of all grievances and correspondence relating to the grievances, which are the property of the Local and are stored at the Local Union Hall.
- Prepare grievance reports for Executive Board and General Membership meetings.
- Perform other duties as required by the President, the Local Union, its By-laws, or the National Constitution.

**The Executive Member – Professional Development shall:**

- Be the chair of the Professional Development Committee.
- Schedule monthly meetings to:
  - review and approve STPDL applications.
  - review requirements, arrange, and conduct all professional development activities.
- Present a report on all PD activities to the Executive Board and the General Membership.
- Be a member of the Joint Training Committee.

### **The Executive Member – Benevolent shall:**

To ensure a fair, equitable and consistent process, Local 1628 will donate up to a maximum of \$1,000 annually, to no less than four (4) charities, to be determined by the executive board, in lieu of individual donations and/or contributions.

Cards will be sent for all members for benevolent / bereavement.

### **Trustees:**

- The Trustee(s) shall be elected at the first general membership meeting after an election, as required.
- 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.
- 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.
- 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.
- Submit in writing to the President and Secretary-Treasurer, any recommendations and/or concerns they feel should be reviewed, 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.
- Make a written report of their findings to the first general membership meeting following the completion of each audit.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - I. Completed Trustee Audit Program
  - II. Completed Trustees' Report
  - III. Secretary-Treasurer Report to the Trustees
  - IV. Recommendations made to the President and Secretary-Treasurer of the Local Union
  - V. Secretary-Treasurer's response to the recommendations
  - VI. Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

### **Sergeant-at-Arms**

The Sergeant-at-Arms shall be elected at the first general membership meeting after an election, as required:

- Guard the inner door at membership meetings, and admit only members in good standing, or officers and officials of CUPE, except on the order of the President, and with consent of the members present.
- Maintain the record of membership attendance at general and special membership meetings.
- Assist the election committee.
- Maintain order and decorum (pursuant to CUPE's Equality Statement and Code of Conduct) among the members and all persons present at a meeting and may expel persons from the meeting if so required.
- Perform other duties as required by the President, the Local Union, its By-laws, or the National Constitution.

## **SECTION 10 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

### **a. Elections**

1. At the General Membership meeting in January (of an election year), an Elections Committee of two (2) persons (one of whom will be the Chief Returning Officer) shall be elected. The Elections Committee shall have full responsibility for voting arrangements and establish rules and regulations. They shall treat information submitted to the Elections Committee in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the Elections Committee when requested by the Local Union.
  2. The Elections Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Chief Returning Officer.
  3. There is to be no distribution of any campaign materials via Peel District School Board email, or courier. All campaign material, whether in print, or online, must be pre-approved by the Elections Committee.
  4. The Elections Committee will be responsible for issuing, collecting, counting ballots, and recording the proceedings of the meeting. The Elections Committee must be fair and impartial and see that all arrangements are unquestionably democratic. The Election Committee will receive all keys belonging to the Union Office prior to the start of the meeting and redistribute the same to the newly elected officers upon completion of the election.
  5. The voting will take place at a special meeting in April. The vote will be by secret ballot.
  6. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.
  7. A majority, 50% + 1 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.
  8. 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.
  9. 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.
- (Article 11.4)
10. 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 6(d).

11. All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible, but in no circumstances will a complaint be valid, if it is filed later than seven (7) days after the election. The Chief Returning Officer, in conjunction with the Elections Committee, will investigate the complaint and issue a ruling as soon as practical, and report the ruling to the very next regular membership meeting.

#### **b. Nominations**

1. Nominations will be accepted by the Election Committee from members in writing, a month prior to the special meeting held for general elections.
2. To be eligible for nomination, a member must be in good standing.  
(Article B.2.1 & B.8.3)
3. No nomination shall be accepted unless the member is in attendance at the meeting, or due to extenuating circumstances cannot attend, and has given their consent in writing.
4. Pre-requisite for all Executive Board Officers – must be an active member in good standing and be a willing participant in their elected position.

#### **c. Installation of Officers**

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for two years. There may be an overlap in the duties of each officer as needed, for up to two (2) months, if agreeable with the parties. (Mentor)
2. The terms of office for the Trustees shall be so, that one serves for a period of three (3) years, one for two (2) years, and one for one (1) year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one (1) Trustee for a three (3) year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.
3. The terms of office for the Sergeant-at-Arms shall be so, that one serves for a period of three (3) years, one for two (2) years, as laid down in Article B.2.4 of the CUPE National Constitution. Not including the first year, each year the Local Union shall elect one (1) Sergeant-at-Arms for a three (3) year term.
4. The Oath of Office to be read by the newly elected Officers is:  
***“I, \_\_\_\_\_, promise to perform the duties of my office, as set out in the Constitution, and laws of the Canadian Union of Public Employees, faithfully, and to the best of my ability, for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions, by counsel and example. I also promise to turn over all property of the Union to my successor, at the end of my term.”***

(Article 11.6(b))

#### **d. By-Elections**

1. Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible, in conformity with this section. The term of office for any position filled through a by-election, will be the term that the vacated position was initially elected to fulfill.
2. 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.

## **SECTION 11 – FEES, DUES AND ASSESSMENTS**

#### **a. Monthly Dues**

The dues shall be 1.3% for every member on their monthly salary to be deducted bi-weekly.

(Article B.4.3)

#### **b. Amending Monthly Dues**

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting, or sixty (60) days before, in writing, must be given.

(Article B.4.3)

#### **c. Assessments**

Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues, and are applied for a specific purpose, or for a specific length of time. Membership approval is required, and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

## **SECTION 12 – NON PAYMENT OF DUES AND ASSESSMENTS**

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next General Membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed or unable to work because of sickness, shall pay the readmission fee, but may not be required to pay arrears.

(Article B.8.6)

## **SECTION 13 – EXPENDITURES**

#### **a. Full Time President**

- Salary for this position will be set at the highest step and level as per the current Collective Agreement.

**b. Payment of Local Union Funds**

- Funds can only be spent for valid purposes of the Local Union under the following circumstances:
  - When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting.
  - When these bylaws approve the expenditure; or
  - Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Article B.4.4)

**c. Payment of Per Capita Tax and Affiliation Fees**

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

**d. Payment of Local Union Funds to Members or Causes Outside or Inside of CUPE**

- In the case of a grant or a contribution to a member(s) or a cause(s) outside or inside of CUPE, greater than \$200.00 (except for operating expenses), a 'notice of motion' must be made at a regular membership meeting, and then carried, before the grant or contribution can be paid out.

**e. Payment of Retirement Gratuity**

- Members with a minimum of 10 years consecutive service with the Peel District School Board shall be eligible to receive a one-time only retirement gratuity of \$300.00, once a letter is received from Human Resources indicating the member's retirement.

**f. Payment of Benefits for Members**

To assist any permanent member who, because of serious long-term illness, has exhausted their sick leave.

- I. Cover the 100% premium of Group Life Insurance
- II. Cover the 100% premium of Extended Health Benefits
- III. Cover the 100% premium of Dental Insurance

The above is to be paid only if they are a member of any or all these benefit plans. Proof of eligibility for coverage must be submitted to the Local.

Members requesting benefits coverage assistance under Section 13(f) of the 1628 bylaws will be required to submit the following documentation to support their request:

- i. Copy of letter from Human Resources indicating they are out of sick days, and that they will be put on an 'unpaid medical leave'.
- ii. Proof of benefits coverage from CUPE EWBT and the premiums paid.
- iii. If the member's application for LTD is approved at a later date, and it is retroactive to the date they ran out of sick days, the member will be required to reimburse the Local, when they get reinstated by CUPE/EWBT or the LTD provider.
- iv. Section 13(f) 'does not apply' to members who take "unpaid leaves of absence for non-medical reasons".
- v. Section 13(f) does not cover LTD.

Maximum time of payment of these benefits is to be four (4) months, or the date of return to work with the PDSB, or the date of termination of employment with the PDSB.

This is a 'one-time' benefit.

After receiving the first benefit payment, a proof of payment must be provided, in order to qualify for the next three (3) months of benefits. Each month, the member must provide proof of payment to receive the following month's benefits payment.

#### **g. Union Credit Cards**

All expenses must be paid by cheque. This is the best way to ensure good financial controls and to prevent fraud. There are some exceptions. Union credit cards can be used if/when making payments by union cheques is not a feasible option.

- The card must be issued in the name of the Local.
- Review every transaction to ensure that it is an authorized expense before paying by credit card.
- Attach all credit card receipts to the credit card statement.
- Pay off the credit card monthly (by due date) so the Local does not incur any interest charges.
- Pay off the credit card balance by cheque and not with a pre-authorized bank debit.
- The statement should be verified and signed off by two executive officers (who are not the card holders) monthly.
- Trustees must check every item charged when they complete the audit.

#### **Appropriate use of union credit cards:**

- Service providers where cheque is not an option, e.g. Go Daddy, Zoom, Constant Contact, etc.
- Expenses related to union conferences, conventions, e.g., registration, hotel, out of town travel tickets, etc.
- Meals for General Membership and Committee meetings.
- Benevolent/Bereavement e.g., flowers, charitable donation.
- Operating expenses e.g., office supplies.

#### **Inappropriate use of union credit cards:**

- Cash advances.
- Individual meal expenses and/or gas purchase (i.e., mileage). These expenses should be claimed through the individual member's expense claim form.
- Meals and incidentals at conferences, conventions where a per diem is provided.
- Purchase of items valued over \$200 without a motion as per the bylaws.

## **SECTION 14 – OUT-OF-POCKET EXPENSES**

All members on union business shall be eligible for mileage, to be paid at the CRA rate for the year, plus any reasonable expenses incurred, excluding General Membership Meetings.

The Honorariums listed below shall be paid annually and shall be pro-rated for an Officer who serves less than a full year. 10 Month members not attending any meetings in July and August will also be pro-rated.

President	\$1033
Vice-President	\$583
Recording Secretary	\$583
Secretary-Treasurer	\$783
Executive Steward	\$783
Executive Member – Professional Development	\$500
Executive Member – Benevolent	\$500

Stewards (active)	\$100
Trustees (active)	\$100
Sergeant at Arms (active)	\$100

All honorariums listed above shall be increased at the same rate as the negotiated salary schedule in the current Collective Agreement.

## **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 membership meetings. Local 1628 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 1628 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 up to a maximum of \$70.00 per day for required care. Reimbursement will be provided upon proof of payment.
- b. Any member who is on authorized Local 1628 business shall be eligible for child-care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed up to a maximum of \$70.00 per day for required care.
- 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 EDUCATIONALS**

1. Except for the President's option [Section 9(11)], all delegates to conventions, conferences, and educational workshops/courses, shall be chosen by an election at a general membership meeting.
2. All delegates/members attending approved conventions/conferences, educational workshops/seminars, shall be paid transportation at economy, tourist or coach rates, hotel costs, a per diem allowance of \$100.00 per full day, and \$50.00 per half day, and an amount equal to any loss of salary incurred by attendance.



## **SECTION 17 – COMMITTEES**

### **a. Special Committees**

A special committee may be established for a specified purpose, and a specified period, by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President and the Executive Board. If a committee member fails to fulfill their duties, i.e., non-attendance at meetings with no valid excuse, or contribute overall, they may be replaced by the executive. Two members of the Executive Board may sit on any special committee as ex-officio members.

#### **1. Negotiating Committee:**

This will be a special ad-hoc committee established at least six (6) months prior to the expiry of the Local Union'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 up to a maximum of ten (10) members: seven (7) Executive Committee members and three (3) other members. The Negotiating Committee shall endeavour to have representation from each of the classifications within Local 1628.

The National 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.

An election shall take place to fill up to three (3) additional positions at a general membership meeting, to get representation from all classifications not represented on the Executive Committee.

#### **2. By-Laws Committee:**

This committee will:

- Review the by-laws every three (3) years and make recommendations to the Executive Board on proposed amendments.
- Review any proposed amendments received from the Executive Board or the general membership of the Local Union, to ensure that the amendments will conform to the remainder of the By-Laws and the CUPE National Constitution.
- Ensure that the Local Union's By-Laws are written in clear language, ensuring that clear language does not change the intent or meaning of the By-Laws.
- The committee members will be the chairperson and six (6) members. The committee will appoint a recording secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

### **b. Permanent Committees**

The committee members of each permanent committee will be elected by the members at the first general membership meeting after an election. Permanent committees will have a term of two (2) years. The Chairperson for each permanent committee will be the Executive Board Member on that committee. The Chairperson and the Executive Board may, with the approval of the membership, jointly appoint other

members to serve on a committee. All committees will provide written reports to each executive board and general membership meetings.

**1. Grievance Committee:**

This committee will:

- Oversee the handling of all Local grievances.
- Meet at least twice a year, or as necessary.
- Prepare a report on the status of all grievances to be submitted to the Executive Board, and to the general membership meeting, and the National Representative.
- When a grievance is not settled in the initial steps provided for in the Collective Agreement, this committee will decide whether the grievance should proceed to arbitration.
- If the decision is to not proceed, the griever(s) may appeal the decision to the Executive Board.
- The committee members will be the Executive Steward and thirteen (13) stewards. The committee will appoint a recording secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted as necessary. The Executive Steward will be the Chair of this committee.

**2. Professional Development (PD) Committee:**

(Not funded by Local Union Dues but a negotiated fund in the Local's Collective Agreement)

This committee will:

- Arrange and conduct all professional development activities of the Local Union, either on the Committee's own initiative, or because of decisions taken at general membership meetings. Committee meetings will be scheduled monthly.
- The committee will present activity proposals to the Executive Board and the General Membership meetings.
- A budget for union socials and activities shall be self-supporting.
- The committee members will be the chairperson and five (5) members and shall appoint a member to be responsible for the STPDL funds. The executive member will be the chair of this committee.
- The committee shall endeavour to have representation from each of the classifications within Local 1628.

## **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.

(Articles B.11.1 Appendix F)

## **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 By-Laws as Appendix C. These rules shall be considered as an integral part of the By-Laws and may be amended only by the same procedure used to amend these By-Laws.

In situations not covered by Appendix C to these By-Laws, 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**

### **a. CUPE Constitution**

These By-Laws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists, or may be amended from time to time, and in the event of any conflict between these By-Laws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

(Articles 9.2(c), 13.3 and B.5.1)

### **b. Additional By-Laws**

A Local Union can amend or add to its By-Laws only if:

- i. The amended or additional By-Laws do not conflict with the CUPE Constitution.
- ii. The amended or additional By-Laws are approved by a majority vote at a regular membership meeting, or at a special membership meeting called for that purpose; and
- iii. Notice of the intention to propose the amended or additional By-Laws was given at least seven (7) days before at a previous general membership meeting, or sixty (60) days before in writing.

(Articles 13.3 and B.5.1)

### **c. Effective Date of Amended or Additional By-Laws**

The amended or additional By-Laws 'do not' come into effect until they have been 'approved in writing' by the National President. The National President will decide whether to approve the amended or additional By-Laws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Articles 13.3 and B.5.1)

## **SECTION 21 – PRINTING AND DISTRIBUTION OF BY-LAWS**

Members will receive a copy of Local 1628 By-Laws, either in paper format, electronically, or via the Local Union website.

## **SECTION 22 – MISCELLANEOUS**

- a. Members who work on committees, who are not scheduled to work, will not be paid by the Local or the Board.
  - b. Casual members can hold positions on committees.
- 

## **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

### 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 at all levels 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 co-operation will be the basis of all our interaction.

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

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 use 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 them 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 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. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. 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. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. 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. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

This Code of Conduct is designed to create a safe, respectful and supportive environment within all parts of 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.

All chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.

## APPENDIX C

### 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 three (3) 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 ten (10) minutes. With the agreement of the members present, the ten (10) 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. The mover of a motion can with-draw 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 with-drawn upon unanimous vote of the members present.
10. 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.
11. 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.
12. 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.

13. Religious discussion of any kind is not permitted.
14. 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.
15. 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.
16. 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.
17. A motion to adjourn is in order, except when a member is speaking, or when members are voting.
18. 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 briefly state the basis for the appeal. The Chairperson will then briefly state 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.
19. At a membership meeting, where a question has been decided, any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
20. During the taking of a vote, the doors will be tiled, and no member will be allowed to leave the meeting. If the meeting is held ‘virtually’, no member will be allowed to enter the meeting.
21. 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.