

2026

Canadian Union of Public Employees

LOCAL 2262 BYLAWS



Updated May 1, 2026

Table of Contents

INTRODUCTION.....	4
SECTION 1 - NAME	4
SECTION 2 - OBJECTIVES.....	5
SECTION 3 - INTERPRETATION AND DEFINITIONS.....	5
SECTION 4 - MEMBERSHIP.....	6
Membership.....	6
Approval of Membership.....	6
Oath of Membership	6
Continuation of Membership	7
Member Obligations	7
SECTION – 5 AFFILIATIONS	7
SECTION 6 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL.....	8
Regular Membership Meetings	8
Special Local or Unit Membership Meetings.....	9
Membership Meeting Agenda.....	9
Bargaining Unit meetings	10
SECTION 7 - EXPENDITURES.....	10
SECTION 8 - OFFICERS.....	11
SECTION 9 - EXECUTIVE BOARD - EXECUTIVE BOARD MEETINGS - MEMBERS.....	11
SECTION 10 - DUTIES OF OFFICERS.....	12
The President	12
The First Vice-President	13
The Second Vice-President	14
The Secretary Treasurer	14
The Recording Secretary.....	15
Membership Officer.....	16
The Trustees.....	16

The Shop Stewards	17
The Lead Shop Steward:	18
SECTION 11 - OUT OF POCKET EXPENSES.....	19
SECTION 12 – CHILD CARE, DEPENDENT CARE and ELDER CARE	21
SECTION 13 – FEES, DUES AND ASSESSMENTS	21
Monthly Dues.....	21
Amending Monthly Dues	21
Special Assessments	22
Non Payment of Dues and Assessments	22
SECTION 14 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND REPRESENTATIVES ON COMMITTEES.....	22
Nominations.....	22
Elections	23
Bargaining Unit Elections	24
Installation of Officers	24
By-Elections.....	24
SECTION 15 - DELEGATES TO CONVENTIONS, CONFERENCES, SCHOOLS OR MEETINGS.	25
SECTION 16 – COMMITTEES	27
Negotiating Committee	28
Special Committees	30
Standing Committees.....	30
Executive Committee	30
Grievance Committees	30
Union Committee.....	31
Extraordinary Events Committee.....	31
Occupational Health and Safety Committee	32
By-law Committee	33
Social Committee	34

SECTION 17 - Complaints and Trials	34
SECTION 18 - RULES OF ORDER	34
SECTION 19 - AMENDMENT	35
CUPE Constitution.....	35
Additional Bylaws.....	35
Effective Date of Amended or Additional Bylaws	36
Distribution of Bylaws.....	36
APPENDIX "A"	36
CUPE National Equality Statement	36
Land acknowledgement.....	37
APPENDIX "B"	37
Code of Conduct	37
APPENDIX "C"	40
Rules of Order	40

Adopted October 1981, amended 1982, amended 1988, amended 1990, amended 1994, amended 1997, amended 2003, amended 2004, and amended 2026.

INTRODUCTION

Local 2262 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members; without regard to race, colour, creed, ancestry, national origin, religion, sex, sexual orientation or age;
- 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 2262 in accordance with the CUPE National Constitution, 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. 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 shall be: Canadian Union of Public Employees, Local 2262. Local 2262 consists of the following bargaining units:

- City of Castlegar
- Castlegar & District Public Library
- Castlegar Golf Club
- Castlegar & District Aquatic Centre
- Creston & District Community Complex
- Nelson & District Community Complex
- Regional District of Central Kootenay Landfill Attendants

SECTION 2 - OBJECTIVES

The objectives of the Local are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members.
- (b) Support CUPE in reaching all of the objectives 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) Encourage the settlement by negotiation and mediation of all disputes between the members and their employer;
- (e) Discourage the practice of favouritism by the employer in the workplace.
- (f) 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;
- (g) Establish strong working relationships with the public we serve and the communities in which we work and live.

SECTION 3 - INTERPRETATION AND DEFINITIONS

- (a) Members will be *referred to in gender neutral terms*.
- (b) Local shall be understood to mean CUPE Local 2262.
- (c) Bargaining Unit shall be understood to mean an employee, or a group of employees (of an employer) for whom CUPE Local 2262 has been certified as Bargaining Agent and who are members in good standing of CUPE Local 2262.
- (d) Member shall be understood to mean a member in good standing of CUPE Local 2262.

- (e) Local Membership meeting shall be understood to mean a member in good standing of CUPE Local 2262 assembled in a regular or special meeting.
- (f) Bargaining Unit membership meeting shall be understood to mean members in good standing of a particular Bargaining Unit of CUPE Local 2262 as specified in Section 1, in a special meeting.
- (g) Loss of pay shall be understood to mean any loss of remuneration suffered by virtue of their absence from their regular job, while on authorized Union business, including loss of their regular wages during their regular hours of work, standby pay (if any), shift differential (if any) and weekend premium (if any) or where vacation time, statutory holiday (including floater) or banked time is used for authorized Union business, but shall not include any pay for their regular day(s) off without pay or overtime that they might have worked had they not been so absent.

SECTION 4 - MEMBERSHIP

Membership

- a) An individual employed within the jurisdiction of Local 2262 can apply for membership in Local 2262 by signing an application.

Approval of Membership

- a) At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership.

Oath of Membership

- a) 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.”

Continuation of Membership

Once accepted, 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.

Member Obligations

- a) Members are obligated to abide by the CUPE National Constitution and these bylaws as amended from time to time.
- b) Members will provide the Recording Secretary with their current address, telephone contact number and where available, an e-mail address. The member will advise the Recording Secretary of any changes to their contact information. This information will be protected and used to communicate with members. Such communication will take the form of mail, e-mail blasts or telephone town halls.
- c) In the case of a telephone town hall, the telephone number may be shared with a service provider under contract to the Local Union to provide the technical equipment to support such a virtual meeting.
- d) Upon request, the Local Union will share the telephone contact information with CUPE National or CUPE BC. The purpose of sharing this telephone contact information with CUPE National or CUPE BC is so that the National Union or Provincial Division can conduct a telephone town hall with members on important matters.

SECTION – 5 AFFILIATIONS

- a) In order to strengthen the labour movement and work toward common goals and objectives, Local 2262 shall be affiliated to and pay per capita tax to the following organization(s):
 - CUPE BC

- The Kootenay District Labour Council
- The BC Federation of Labour
- West Kootenay Labour Council

SECTION 6 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL

Regular Membership Meetings

- a) On the call of the President in consultation with the Executive Board, regular membership meetings of Local 2262 shall be held on the second Tuesday of each month (except July and August) at 6:00 pm. Notice of each regular membership meeting outlining the date, time and location and will indicate the meeting format: either *in-person (only)*, *virtual (only)*, or *hybrid*, and will include a join link, if applicable shall be given to members at least seven days in advance of the meeting.
- b) When a statutory holiday or 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 regular membership meeting, and will give members seven days' notice of the date of the rescheduled regular membership meeting.
- c) For good and just reason, a regular monthly membership meeting may be cancelled or postponed by a majority vote of the membership in attendance at a regular or special meeting or on the direction of the President and/or the Executive Board.
- d) The local may conduct votes for elections, bylaw amendments or other matters requiring a membership vote as approved by the Executive Board.
 - i. Voting shall be conducted using a secure system that ensures the confidentiality of each members vote and prevent duplication and tampering.
 - ii. All votes will be scrutinized by an official appointed by the Executive Committee.
 - iii. **Member Access**
All members in good standing that have been sworn in shall be provided reasonable access to the electronic voting system, along with clear instructions on how to cast their vote.

Special Local or Unit Membership Meetings

- a) Special Local or Bargaining Unit membership meetings may be ordered by the President and/or the Executive Board or requested in writing by no fewer than one-half (1/2) of members of the Local or the Bargaining Unit concerned. The President shall immediately call a special meeting when so ordered or requested and shall see that at least twenty-four (24) hours notice of the special meeting is posted or given to the membership concerned. The notice shall state the subject(s) to be discussed. No other business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- b) A quorum for the transaction of business at any Local regular or special meeting shall be four (4) members, including at least two (2) members of the Executive Board.
- c) A quorum for the transaction of business at any special Bargaining Unit membership meeting shall be either ten percent (10%) of the members or four (4) members, whichever is the least. The President of the Local shall preside at all special Bargaining Unit membership meetings. All Executive Board members shall be encouraged to attend all special Bargaining Unit membership meetings.

Membership Meeting Agenda

- a) The order of business at regular membership meetings shall be in accordance with the CUPE Constitution.

The order of business is as follows:

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

14. Good of the Union
15. Adjournment

Bargaining Unit meetings

- a) Bargaining Unit meetings 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 membership 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 meeting seven days in advance of the meeting providing the time and location and an agenda.
- b) The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be 4 bargaining unit members plus 2 members of the Executive Board. 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.

SECTION 7 - EXPENDITURES

- a) Except for ordinary expenses and bills, no sum over five hundred dollars (\$500.00) shall be voted for the purpose of a grant, contribution or donation to a member or any cause within or outside CUPE except by a notice of motion given in writing and dealt with at the following membership meeting.
 - 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.
- b) Payment of Per Capita Tax and Affiliation Fees

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

SECTION 8 - OFFICERS

- a) The Officers of the Local shall be the President, 1st Vice-President, 2nd Vice-President (staggered elected terms), Secretary Treasurer, Recording Secretary, Membership Officer, three (3) trustees, Lead Shop Steward and (12) Shop Stewards. All officers shall be elected by the membership or appointed in accordance with these By-Laws.

SECTION 9 - EXECUTIVE BOARD - EXECUTIVE BOARD MEETINGS - MEMBERS

- a) The Executive Board shall comprise the President, 1st Vice-President, 2nd Vice-President, Secretary Treasurer, Recording Secretary, Lead Shop Steward and Membership Officer.
- b) The Executive Board shall meet at least once every month except that an Executive Board meeting may be cancelled for a just and sufficient reason.
- c) Shop Stewards and Trustees shall be entitled to attend Executive Board meetings with voice but no vote.
- d) A majority of the Executive Board shall constitute a quorum. A shop steward may be appointed as an Executive Board member pro tem where or if circumstances warrant such appointment.
- e) 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.
- f) The Executive Board shall conduct business of the Local between meetings subject to approval or confirmation of the membership, and shall carry out the work delegated to it, be the Local subject to the constitution and policies of CUPE, CUPE BC Division and this Local, and shall be responsible for the proper and effective functioning of all committees.
- g) If an officer fails to attend three (3) consecutive membership meetings or three (3) consecutive executive meetings without good and sufficient reason, their

office will be declared vacant and filled at the next meeting by an election at the following membership meeting or by appointment in accordance with these By-Laws.

- h) Every member shall uphold the CUPE obligation and every officer shall uphold the CUPE Oath of Nomination and Oath of Office.
- i) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- j) Every member shall abide by the terms and provisions of employment as set out in the Collective Agreement under which they are employed. No member shall enter into (or attempt to enter into) a written or verbal agreement with the employer (or employer's representative) which may conflict with the terms and conditions of the Collective Agreement under which they are employed.

SECTION 10 - DUTIES OF OFFICERS

- a) Each Officer of Local 2262 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.
- b) 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.
- c) All signing Officers of Local 2262 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.

The President

- Enforce the CUPE National Constitution, these Local Union bylaws, the Equality Statement and Land Acknowledgement.
- Interpret these bylaws as required.
- Preside at all Local and Bargaining Unit membership and Executive Board meetings and preserve order and the Equality Statement.

- Decide all points of order and procedure (subject always to appeal to the membership).
- 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.
- Fill officer and committee vacancies where elections are not provided for in accordance with these bylaws.
- Introduce new members and conduct them through the initiation ceremony.
- Sign all cheques and official documents and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- Sign all minutes.
- Be allowed necessary and reasonable funds (in conjunction with the Secretary Treasurer) 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 bonded for a sum of money not less than the guidelines established by the CUPE National Secretary Treasurer (or any greater sum as may be decided by the membership meeting; taking into account the assets of the Local) through the master bond held by the National Office;
- Have first preference as a delegate to the CUPE National Convention, conventions, conferences, and meetings of organizations to which the Local is affiliated.
- Be ex-officio member of all committees of the Local and Units; and
- Perform other duties usually vested in the Office of President.

The First Vice-President

- If the President is absent or incapacitated, perform all duties of the President.
- Preside over membership and Executive Board meetings in the absence of the President.
- If the office of the President falls vacant, be Acting 1st President until a new President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board
- Perform such duties as may be assigned by the president and/or the executive Board.

- Perform duties relative to the functions of the executive board.

The Second Vice-President

- If the First Vice President is absent or incapacitated, perform all duties of the Vice President.
- Preside over membership and Executive Board meetings in the absence of the First Vice President.
- If the office of the President falls vacant, be Acting First Vice-President until a new Vice President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board
- Perform such duties as may be assigned by the president and/or the executive Board.
- Perform duties relative to the functions of the executive board.

The Secretary Treasurer

- Receive all revenue (including subsidies and scholarships), initiation fees, dues and assessments, keeping a record of each members payments and all moneys received and deposit promptly all money with the Credit Union;
- 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, no later than the last day of the following month;
- Be allowed necessary funds (in conjunction with the President) to reimburse themselves or any officer for expenses, supported by vouchers and/or receipts, incurred on behalf of the Local;
- Pay no money unless supported by a voucher and/or receipt duly signed by the President or two (2) other members of the Executive Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated or any grant, contribution or donation approved by the membership meeting in accordance with Section 5 of these By-Laws;
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices;
- Sign all cheques and official documents, approve all e-transfers and ensure that the Local Union's funds are used only as authorized or directed by the CUPE

Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.

- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office. 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 the Trustees require to complete the audit, including forms provided by CUPE National.

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.

- Notify all members who are one month in arrears and report to the Executive Board all members who are two months or more in arrears in the payment of union dues;
- 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.
- 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 empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Perform other duties relative to the Office of Secretary Treasurer and as a member of the Executive Board.

The Recording Secretary

Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.

- Answer correspondence and fulfill other administrative duties as directed by the President and/or the Executive Board;
- Keep a record of all correspondence received and sent out.

- prepare and distribute all notices to members through the Shop Stewards and Membership Officer;
- Sign all minutes of the meetings;
- Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
Performs other duties required by the Local Union, its bylaws or the National Constitution.

Membership Officer

- Guard the inner door at membership meetings and admit no one but members in good standing, applicants for membership, guests or officers and officials of CUPE, except on the order of the President, with the consent of the members present;
- Assist in maintaining the record of membership attendance at meetings and ensure that all members and guests sign the attendance record;
- Circulate all literature, newsletters, etc. to the members at the membership meetings; and
- Perform such other duties as may be assigned by the President and/or the Executive Board and duties relative to the Office of Membership Officer and as a member of the Executive Board.

The Trustees

- Act as auditing committee on behalf of the members and audit the books and accounts of the Secretary Treasurer, the Recording Secretary and the Standing Committees annually;
- Report their findings to the first membership meeting following the completion of each audit;
- Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports are made to the membership;
- 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;
- 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.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - i. Completed Trustee Audit Program and Trustees' Report
 - ii. Secretary-Treasurer Report to the Trustees
 - iii. Recommendations made to the President and Secretary-Treasurer of the Local Union
 - iv. Secretary-Treasurer's response to recommendations
 - v. Concerns that have not been addressed by the Local Union Executive Board.
- Provide the President and the Secretary Treasurer with copies of the audit sent to the National Secretary Treasurer.

The Shop Stewards

- Know the Collective Agreement of the Bargaining Unit they are a member of (know the meaning of sections and clauses) and shall enforce said Collective Agreement;
- Generally know the provincial legislation which affects labour in general and issues in the workplace in particular;
- Thoroughly investigate (get all available facts and check all relevant sections and clauses of the Collective Agreement, past practice, jurisprudence including past grievances and resolutions thereof, policies both Employer and Union, and/or any relevant legislation) analyze, define, prepare and present grievances at the initial stage(s). All grievances shall be written on forms supplied by the National Office and shall be signed by the grievor(s) and or Shop Steward(s) or Officer(s);
- Consult with the Lead Shop Steward and/or the Executive Board on complex issues concerning grievances;
- Consult with the Lead Shop Steward and/or the Executive Board on any problems in the workplace;
- Keep written records of all grievances, including but not limited to, all investigation, grievor and witness statements and outcome of each step of each

grievance and final resolution thereof; and all discussions with the Employer or his representative(s) and report same in writing to the Lead Shop Steward and/or the Executive Board;

- Be a member of the grievance committee of the particular Bargaining Unit that they represent;
- Provide communications and information from the members in the Unit to the Lead Shop Steward and/or the Executive Board and from the Chief Lead Shop Steward and/or the Executive Board to the members, including but not limited to, the distribution of literature, publications and postings of notices;
- Greet and sign up new employees in the Unit and encourage the participation of all members of the Bargaining Unit in Union activities;
- Maintain daily contact with the members to provide ongoing Union, awareness and education;
- Conduct on-the-job canvass, polling of members and/or other such activities as may be initiated by the Local, CUPE National, CUPE BC Division, CUPE Kootenay District Council, Canadian Labour Congress, BC Federation of Labour or West Kootenay Labour Council; and
- Perform other duties as may be assigned by the Lead Shop Steward and/or the Executive Board.

The Lead Shop Steward:

- Know all Collective Agreements of the Bargaining Unit they are member of (know the meaning of sections and clauses) and shall enforce the said Collective Agreement;
- Generally know the provincial legislation which affects labour in general and issues in the workplace in particular;
- Thoroughly investigate (get all available facts and check all relevant sections and clauses of the Collective Agreement, past practice, jurisprudence including past grievances and resolutions thereof, policies both Employer and Union, and/or any relevant legislation) analyze, define, prepare and present grievances at the initial stage(s). All grievances shall be written on forms supplied by the National Office and shall be signed by the griever(s) and/or Shop Steward(s) or Officers(s);
- Consult with the President and the Executive Board on complex issues concerning grievances;
- Consult with the President and the Executive Board on any problems in the workplace;
- Keep written records of all grievances, including but not limited to, all investigation, griever and witness statements and outcome of each step of each

grievance and final resolution thereof; and all discussions with the Employer or his representative(s) and report same in writing to the President and the Executive Board and make a report to the next membership meeting;

- Hold monthly shop steward meetings either in person or by zoom.
- Provide communications and information from the members in the Bargaining Unit to the President the President and/or and the Executive Board and from the President the President and/or and the Executive Board to the members, including but not limited to, the distribution of literature, publications and postings of notices;
- Greet and sign up new employees in the Bargaining Unit and encourage the participation of all members of the Bargaining Unit in Union activities;
- Maintain daily contact with the members to provide ongoing Union , awareness and education;
- Conduct on-the-job canvass, polling of members and/or other such activities as may be initiated by the Local, CUPE National, CUPE BC Division, CUPE Kootenay District Council, Canadian Labour Congress, BC Federation of Labour or West Kootenay Labour Council; and
- Perform other duties as may be assigned by the President the LEAD SHOP STEWARD and/or the Executive Board.

SECTION 11 - OUT OF POCKET EXPENSES

a) The following out of pocket expense allowance shall be provided:

- (1) The President shall receive an out of pocket expense allowance of \$190.00 per month.
- (2) The Vice-President(s) shall receive an out of pocket expense allowance of \$125.00 per month.
- (3) The Secretary Treasurer shall receive an out of pocket expense allowance of \$160.00 month.
- (4) The Recording Secretary shall receive an out of pocket expense allowance of \$125.00 per month.
- (5) (2) Trustee's shall receive an out of pocket expense allowance of ~~\$100.00~~ \$125.00, once per calendar year, to audit the books and accounts of the Secretary Treasurer.

- (6) The Membership Officer shall receive an out of pocket expense allowance of \$100.00 per month.
- (7) The Lead Shop Steward shall receive an out of pocket expense allowance of \$180.00 per month.

- b) The President, Vice-President, Secretary Treasurer, Recording Secretary, Lead Shop Steward and Membership Officer shall each be reimbursed for expenses incurred on behalf of the Local, in the performance of the regular and customary duties of his Office. Such expenses shall be supported by vouchers and receipts (where receipts are appropriate and required) and shall be subject to Section 10 of these By-Laws.
- c) An Officer of the Local, other than those mentioned in Section 11 (b), shall be reimbursed for expenses incurred on behalf of the Local, in the performance of the regular and customary duties of their Office, provided, however, that approval by the President or the Secretary Treasurer is obtained prior to any such expenditure being made. Any such expenses shall be supported by vouchers and receipts (where receipts are appropriate and required) and shall be subject to Section 10 of the By-Laws.
- d) The Local may, from time to time, establish monthly expenditure limits of guidelines for each Office (Officer) of the Local based on the requirements of each Office for proper and effective operation of such office. Any expenses over and above such limits or guidelines may be paid upon presentation of receipts (where receipts are appropriate and required) and upon approval by the Executive Board.

In appropriate circumstances where it is necessary and beneficial to the performance of the duties of the Office, and upon approval by the President and the Secretary-Treasurer and/or the Executive Board, an Officer of the Local shall be entitled to receive an out-of-pocket expense allowance (or a portion thereof) as provided in Section 15 of these Bylaws.

- e) When attending a regular Executive Board meeting and/or a regular membership meeting, an Executive Board member shall be entitled to receive the childcare allowance as laid down in Section 12 of these by-laws.

SECTION 12 – CHILD CARE, DEPENDENT CARE and ELDER CARE

- a) Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 2262 is committed to removing barriers within its control so that all members have equal access to participation.
- b) When it is practical and demand warrants, Local 2262 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. Reimbursement will be provided upon proof of payment.
- c) Any member who is on authorized Local 2262 business shall 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.
- d) 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 13 – FEES, DUES AND ASSESSMENTS

Monthly Dues

- a) The monthly dues shall be 1.9% of gross wages.

Amending Monthly Dues

- a) The regular monthly dues may be amended at a regular or special membership meeting.

Special Assessments

- a) May be levied in accordance with the CUPE Constitution.

Non Payment of Dues and Assessments

- a) Non-payment of dues and assessments shall be dealt with in accordance with the CUPE Constitution.

SECTION 14 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND REPRESENTATIVES ON COMMITTEES

Nominations

- a) Executive Board members and Trustees shall be nominated and elected by the Local membership in accordance with the By-Laws.
- b) Shop Stewards, Union Representatives on Union - Employer Joint Committees and Unit Committees shall be nominated and elected by the particular Bargaining Unit membership or appointed by the President in consultation with the Executive Board subject to approval or confirmation by the membership.
- c) Nominations and elections shall be held at the regular membership meeting held in the month of March or any subsequent month. To be eligible for nomination for any Office, or position on any Local or Bargaining Unit Committee, or delegate, a member shall be a member in good standing.
- d) To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
- e) No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting with their consent in writing, duly witnessed by another member. The vote shall be by secret ballot.
- f) 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.

- g) No member will be eligible for nomination if they are in arrears of dues and/or assessments.

Elections

- a) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- b) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote, the presiding officer may cast the deciding vote.
- c) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- d) Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 4 (d).
- e) President, 2nd Vice President, Recording Secretary and Membership Officer are elected in odd years. The 1st Vice President, Secretary Treasurer and Lead Shop Steward are elected in even years.
- f) The voting will take place at the regular membership meeting in March. The vote will be by secret ballot.
- g) In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
- h) All election complaints by members will be submitted in writing to the Executive Board as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Executive Board will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

Bargaining Unit Elections

The voting will take place at a bargaining unit membership meeting by secret ballot. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

Installation of Officers

- a) All duly elected officers, representatives and committee members shall be installed at the meeting at which elections are held, or at a subsequent meeting, and shall continue in office for two years or until a successor has been elected and installed, except for Trustees, shall be longer than two years.
- b) 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.
- c) A candidate who is elected to office must clearly communicate or affirm this oath:

“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.” This is from guidelines.

By-Elections

- a) Should an office fall vacant for any reason, or cannot be filled by election, the resulting by-election should be conducted as closely as possible in conformity with this Section. Where or if no such by-election is held, the President, in consultation with the Executive Board and subject to approval or confirmation by the membership meeting, may fill such vacancy by appointment.

SECTION 15 - DELEGATES TO CONVENTIONS, CONFERENCES, SCHOOLS OR MEETINGS

- a) After the President's option (Section 10), other Executive Board members shall have preference, as delegates to conventions, conferences and/or meetings of organizations to which the Local is affiliated and, except for the said President's option, all delegates shall be elected by the membership or appointed by the President in consultation with the Executive Board subject to approval or confirmation by the membership.
- b) Delegates to educational institutes, seminars, courses or schools shall be selected on the recommendation(s) of the Executive Board subject to approval or confirmation by the membership.
- c) Where registration fee and/or any other fee has been paid by the Local, on behalf of any delegate to any function listed in (a) and (b) above, the said delegate shall attend all sessions of said function unless they are involved in convention committee activity or they are unable to attend for a good and just reason shall include, but shall not be limited to, a sickness or other emergency or crisis involving the said delegate or a member of their family. In any such event, the said delegate shall immediately notify the President or the Secretary Treasurer of their plight, predicament or situation.
- d) A delegate to convention, conference, educational institute, seminar, course, school or meeting(s) of an organization to which the Local is affiliated shall report, to the membership meeting of the Local on the proceedings of the function they were delegated to attend.
- e) Registration fee(s), if any, for delegate(s) to any function listed in (a) or (b) of this Section shall be paid by the Local directly to the organization or body concerned.
- f) Delegates attending any function listed in (a) and/or (b) of this section shall receive the following out-of-pocket expense allowance:
 - (1) Transportation allowance in accordance with CUPE BC (not to exceed economy airfare and taxi fare to and from the airports) where their private vehicle is used. Receipts are required if traveling by a combination of air and taxi by other public conveyance or transportation.

- (2) (i) Cost of Hotel/Motel accommodation, if required. Receipts are required; or
 - (ii) \$25.00 per night (no receipts required) if delegate makes private arrangements for overnight accommodation and does not stay in a commercial establishment.
 - (3) Cost of parking vehicle, if required. Receipt(s) are required.
 - (4) Cost of Taxi fare, if required. Receipt(s) are required.
 - (5) Cost of Public Transit, if required. Receipt(s) or transfer slip(s) are required.
 - (6) (Meal allowance in accordance with CUPE BC when one meal is required or function is held locally.
 - (ii) Meal allowance in accordance with CUPE BC when two meals are required.
 - (ii) Meal allowance of in accordance with CUPE BC per day when two or more days are required including travel time.
 - (7) Child care allowance of actual cost to a maximum of \$40.00 per day upon presentation of a verification form signed by the care giver. Verification forms shall be supplied by the Local. This allowance is not payable if child care is provided by a spouse, common-law spouse or an older child of the delegate, or where child care costs are paid directly to the care giver by the Local or through some other source.
 - (8) Any expenses over and above the out-of-pocket allowance is laid down in (f) (1) to (7) of this Section, may be paid upon presentation of receipt(s) and/or upon approval by the Executive Board.
- g) A delegate shall be reimbursed any loss of pay incurred by attendance at said function.
- h) Where hotel/motel accommodations and/or meals are paid for, either through the registration fee or through some other source, the delegate shall not be entitled to receive the hotel/motel accommodation allowance, (f) (2) (i) and (f) (2) (ii) of this Section, and/or shall not be entitled to receive a meal allowance, (f) (6)

(i), (ii) and (iii) of this section, already so paid. However, they may be entitled to receive an appropriate meal allowance for travel time to and from such function.

- i) Prior to attendance at any function listed in (a) and (b) of this Section, a delegate may:
 - i. Request and obtain, from the Secretary Treasurer, a temporary advance for actual expenses and/or loss of pay to be incurred by attendance at the said function, if such expenses are known, or estimated expenses less 10%.
 - ii. Within a reasonable time after attending the said function, a delegate shall submit, to the Secretary Treasurer or the President, an expense voucher, supported by receipts and/or verifications, where required, of actual "out-of" pocket expenses and/or loss of pay incurred while attending said function. Necessary adjustments, if any, shall be made upon approval of the expense voucher so submitted. In the event that the delegate was overpaid through the temporary advance, they shall immediately refund such overpayment to the Local.
- j) Any delegate to any function listed in (a) and (b) of this Section who is absent from, or who does not attend said function, or portion thereof, for reason(s) other than those listed in (c) of this Section, or any other reason which is not acceptable to the Executive Board, shall not be entitled to any out-of-pocket expense(s), and/or lost pay, if any, for the period of time that , they were so absent from, or did attend the said function, and they shall reimburse the Local any expenditures made by the Local on their behalf, including any registration fees, for the time, they were so absent.

SECTION 16 – COMMITTEES

- a) A special committee may be established for a specified purpose and a specified period of time 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 or the Executive Board. Two members of the Board may sit on any special committee as ex-officio members.

Negotiating Committee

- a) Each Unit's Negotiating Committee shall be a special ad hoc committee established up to five (5) months prior to the expiry of the particular Bargaining Unit'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. Each Unit's Negotiating Committee shall consist of the appropriate number of members to meet the needs of that particular Unit and shall comprise, as applicable, of the President, First Vice-President/Second Vice President, Secretary Treasurer, Recording Secretary, Membership Officer, Lead Shop Steward, Shop Steward(s) and/or members. Except for the President's option (Section 10), all Executive Board members, Shop Stewards, all other officers and/or members shall be members of the Bargaining Unit concerned and shall be elected by members of that particular Bargaining Unit at a membership meeting or appointed by the President in consultation with the Executive Board subject to membership approval or confirmation. The CUPE National Representative assigned to the Local shall be a non-voting member of each Negotiations Committee. Notwithstanding anything to the contrary in this Section, except for the Presidents option (Section 10), the following shall apply:
- i. Where it is deemed beneficial and appropriate to do so Executive Board members and/or other officers who are not members of a particular unit may sit on that Unit's Negotiating Committee; and, officers who are members of a particular Unit shall have preference over other members to sit on that Unit's Negotiating Committee.
- b) Each Bargaining Unit's Negotiating Committee, in consultation with the Executive Board and the National Representative, shall formulate collective bargaining proposals from suggested items generated through its own initiative. Executive Board and Shop Steward(s) of the Unit concerned (from past, ongoing and/or potential problems or inequities in the workplace, policies of CUPE, CUPE - BC, CLC and BC Federation of Labour, coordinated collective bargaining, and collective bargaining trends, etc.) and from items submitted by committees of the Local and/or Unit concerned and members of that particular Unit. Such items from said committees and members shall be submitted to the Negotiating Committee either at a special meeting held for the purpose of receiving such items or through posting of notice(s). Such posted notice(s) shall state the method of submission of items for bargaining proposals and the closing date for such

submissions. Unless stated otherwise, item submissions shall be in writing, shall be signed by the member submitting the item and shall be accompanied by a brief written explanation or reason for the item (what is to be accomplished or what problem is to be resolved by the suggested item). In preparing collective bargaining proposals the Negotiating Committee shall consider all items submitted in accordance with this Section. Suggestions or items submitted contrary to this Section may be taken under advisement by the Negotiating Committee and may be dealt with after all other suggested items are dealt with. The collective bargaining proposals so prepared shall be subject to approval by the membership of the Unit concerned at a special meeting called for that purpose. In smaller Units, a less formal method of preparation and approval of collective bargaining proposals maybe utilized.

- c) Each Unit's Negotiating Committee shall report progress (or lack thereof) in negotiations to the Executive Board and may call special Unit membership meetings of the Unit concerned as or when required. No collective agreement shall be made with any employer until its provisions have been submitted to the particular Unit membership for ratification. The proposed collective agreement or memorandum of agreement shall be voted on by secret ballot. Ratification shall be by a majority of unspoiled ballots cast by members, of the Unit concerned, in attendance and voting at the special Unit membership meeting called for that purpose. The President, if not a member of the Unit concerned, shall not have a vote on the issue of ratification except in case of a tie vote they may cast a vote to break such tie, or, if they choose, refrain from breaking the tie, in which case the motion is lost. However, where the President is a member of the Unit concerned, the Rules of Order appended to these Bylaws shall apply.
- d) All collective agreements, upon ratification by the membership of the Unit concerned and reviewed by the President and Secretary Treasurer, shall be signed by members of the Negotiation Committee and countersigned by the President, Secretary Treasurer and the CUPE Representative assigned to the Local.
- e) Supplementary or ancillary documents to a collective agreement are not subject to Section 16 (a) (b), (c) or (d) of these By-Laws and shall be dealt with, by the Local, in a manner consistent with any other business coming before the Local, except where such documents are properly placed before a particular Negotiating Committee and are dealt with by that Negotiating Committee during it's mandate.
- f) Members of each Negotiating Committee, while conducting the business of the Negotiating Committee, shall be entitled to receive the out-of-pocket expense

allowance (or portion thereof) as laid down in Section 15 of these By-Laws, where applicable.

Special Committees

- a) A special ad hoc committee may be established for a specified purpose and period. The members of each ad hoc committee shall be elected by the members at the regular membership meeting or appointed by the President in consultation with the Executive Board, subject to membership approval or confirmation.

Standing Committees

- a) A standing committee may be established by the Local, by a majority vote of the members in attendance and voting at a regular membership meeting or a special meeting called for that purpose.

Executive Committee

- a) The Local Executive Committee shall be a standing committee and shall comprise the President, Vice President, Secretary Treasurer, Recording Secretary and Membership Officer and Lead Shop Steward. The function of this committee is to co-ordinate the appropriate education of Union Activists, Local and/or Unit Officers and members, subject to approval of education request forms and confirmation by the membership. The Local Executive committee shall co-operate with the Education and Public Relations Departments of CUPE in implementing both the Local's and CUPE's policies in these fields. The Local's Executive Committee, in its deliberations, shall always be cognizant of the educational requirements of Union Activists and Officers, and of the value, to the membership, of knowledgeable Union Activists and Officers. The Local shall maintain a history of all education for each member, with each member's assistance.

Grievance Committees

- a) Each Unit's Grievance Committee shall be a standing committee and shall comprise the President, and Executive Board members and Lead /Shop Stewards who are members of the unit concerned. Executive Board members, who are not

members of the unit concerned, where required and appropriate to meet the needs of that particular Bargaining Unit, may sit on the grievance committee of that unit. The CUPE National Representative may be consulted on grievance matters and may sit on each Unit's Grievance Committee as required. Each Unit's Grievance Committee shall process grievances not settled at the initial stage(s) and shall report its activities to the President and the Executive Board. Members of each Grievance Committee, while conducting business of the Grievance Committee, shall be entitled to receive the out-of-pocket expense allowances, (or portion thereof) as laid down in Section 13 of these By-Laws, where applicable.

Union Committee

- a) Each Bargaining Units Union Committee shall be a standing committee and shall comprise the officers as laid down in Section 14(e), Grievance Committee of these Bylaws. Each Unit's Union Committee shall meet with the Employer of the Employees of the Unit concerned on all matters concerning Union-Employer relations relative to wages, hours of work, and all terms and conditions of employment and/or any matters affecting, or which may affect Employees, of the Employer, for whom the Local has been certified as bargaining agent. The meetings with the Employer, for whom the Local has been certified as bargaining agent. The meetings with the Employer may be initiated either by the Local or the Employer. Members of each Union Committee, while conducting the business of the Union Committee, shall be entitled to receive the out-of-pocket expense allowance (or portion thereof) as laid down in Section 13 of these By-laws; where applicable.

Extraordinary Events Committee

- a) Refer to Local 2262 Policies.
- b) This Committee may:
 - i. If a member, or one of their immediate family, is ill for more than a week, have sent some token, not to exceed fifty dollars (\$50.00), of the Local's concern and/or desire to help, whether the member or one of his immediate family, is at home or in a hospital.

- ii. Extend the Local's condolences in the event of the death of a member or a retired member of one of their immediate family and/or make other appropriate gestures, not to exceed fifty dollars (\$50.00), in accordance with custom or the wishes of the family concerned.
- iii. Extend the Local's concern or other appropriate gesture, not to exceed fifty dollars (\$50.00), in the event of any tragedy faced by a member, a retired member, or one of their immediate family.
- iv. Extend the Locals congratulations, or other appropriate gesture not to exceed fifty dollars (\$50.00), in a happy event concerning a member.
- v. Make a presentation to a retiring member on behalf of the Local; upon retirement a member of the local shall receive a token or other appropriate gesture, not to exceed one hundred dollars (\$100.00) or as voted upon by the membership at a regular meeting.
- vi. Extend help in an appropriate manner to a member in extreme circumstances.

i. .

Occupational Health and Safety Committee

- a) Each Units Occupational Health and Safety Representatives shall sit on the joint (Union and Employer) Occupational Health and Safety Committee and shall represent the unit concerned. Representatives of each unit shall report their activities to the President and Executive Board and to the membership.
- b) This committee will:
 - 1) Work to educate members on the importance of workplace health and safety.
 - 2) Prepare and present reports to the regular membership meetings.

- 3) Organize an April 28th Day of Mourning ceremony each year.
- 4) Participate on the Joint Worksite Health and Safety Committees (JWH&SC) at their workplace.
- 5) Ensure that the worker representatives on the JWH&SC meet separately from the employer to prepare for meetings with the employer.
- 6) Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
- 7) Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
- 8) Work to eliminate all workplace hazards, be they physical, environmental, or social.
- 9) Members of this committee should be designated as a "Certified Worker Representative" in accordance with the legislation in their respective jurisdictions (provincial, federal).

By-law Committee

- a) This committee will:
 - i. Review the bylaws annually and make recommendations to the Executive Board on proposed amendments.
 - ii. Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.
 - iii. 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.

- b) 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.

Social Committee

- a) This committee will:
 - i. 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.
- b) 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.

SECTION 17 - Complaints and Trials

- 1. All charges against members or Officers must be made in writing to the Recording Secretary and dealt with in accordance with the Code of Conduct (**Appendix B of these bylaws**) and the Trial Procedure provisions of the CUPE National Constitution (**Appendix F of the CUPE Constitution**).

SECTION 18 - RULES OF ORDER

- a) All meetings of the Local Union and/or Unit shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these By-Laws as Appendix "A". These rules shall be considered as an integral part of these By-Laws and may be amended only by the same procedure as used to amend the By-Laws.
- b) In situations not covered by Appendix "A" to these bylaws, 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 19 - AMENDMENT

CUPE Constitution

- a) These By-Laws are always subordinate to the CUPE Constitution (including Appendix "A") as it now exists-or may be amended from time to time, and in the event of any conflict between these By-Laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- b) These By-Laws shall not be amended, added to, or suspended except upon a majority vote of those members present and voting at a regular or special membership meeting following notice given, as laid down in the CUPE Constitution.
- c) No change in these By-Laws shall be valid and take effect until approved by the National President of CUPE. The validity date shall date from the letter of approval of the National President.

Additional Bylaws

- a) A Local Union can amend or add to its bylaws only if:
 - i. the amended or additional bylaws do not conflict with the CUPE Constitution;
 - ii. the amended or additional bylaws are approved by 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 bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.

Effective Date of Amended or Additional Bylaws

- a) The amended or additional bylaws 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 bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

Distribution of Bylaws

- a) Members will receive a copy of Local 2262 bylaws via the Local Union website at www.cupe2262.com. Members requesting a copy of these bylaws will be provided a copy in either French or English as requested. 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.

Land acknowledgement

CUPE local 2262 would like to recognize and acknowledge the traditional, ancestral, and unceded territories of the, Sinixt, Ktunaxa, Sylix and Swecwepemc Nations where we live, learn, collaborate and work together.

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.

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 2262, or any other CUPE chartered body. 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 and at events, meetings, and activities by other CUPE bodies. 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. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.
4. If the complaint involves a national 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 CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.
7. 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. For other events, the presiding officer shall consult the National President.

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

This Code of Conduct does not replace a member's right to access the trial provisions under Appendix F of the CUPE National Constitution.

APPENDIX "C"

Rules of Order

- 1) The President will be the Chairperson at all membership meetings. In the absence of the President, the First 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.

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.

- 3) 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.
- 4) A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
- 5) A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.

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.

- 6) On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
- 7) All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
- 8) At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.
- 9) Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
- 10) 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) When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- 12) 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) 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.
- 14) Religious discussion of any kind is not permitted.

- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
- 20) A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
- 21) 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.
- 22) 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.

23) 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.

24) Members are allowed to leave a meeting with the permission of the First 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.

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