

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2262**



BY-LAWS

June 2006

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TABLE OF CONTENTS

PREAMBLE	1
SECTION 1 – NAME	1
SECTION 2 – OBJECTIVES	1
SECTION 3 – INTERPRETATION AND DEFINITIONS	2
SECTION 4 – MEMBERSHIP MEETINGS – REGULAR AND SPECIAL.....	2
SECTION 5 – VOTING OF FUNDS	3
SECTION 6 – OFFICERS.....	3
SECTION 7 – EXECUTIVE BOARD – EXECUTIVE BOARD MEETINGS – MEMBERS.....	3
SECTION 8 – DUTIES OF OFFICERS	4
The President	4
The Vice-President	5
The Secretary Treasurer	6
The Recording Secretary.....	7
The Sergeant-at-Arms	7
The Trustees.....	8
The Shop Stewards	8
SECTION 9 – OUT OF POCKET EXPENSES.....	10
SECTION 10 – FEES, DUES AND ASSESSMENTS.....	11
Initiation Fee.....	11
Re-admittance Fee	11
Monthly Dues	11
SECTION 11 – NON-PAYMENT OF DUES AND ASSESSMENTS.....	11
SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND REPRESENTATIVES ON COMMITTEES	12
Nominations and Elections	12
Installation.....	13
By-Elections	13

SECTION 13 – DELEGATES TO CONVENTIONS, CONFERENCES, SCHOOLS OR MEETINGS.....	13
SECTION 14 – COMMITTEES.....	16
Negotiating Committee	16
Special Committees	18
Standing Committees.....	18
Education Committee	18
Grievance Committees.....	18
Union Committee	19
Extraordinary Events Committee	19
Occupational Health and Safety Representatives	20
SECTION 15 – RULES OF ORDER	20
SECTION 16 – AMENDMENTS	20
APPENDIX "A" RULES OF ORDER	21

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

PREAMBLE

These by-laws pertain to the following sub-locals: City of Castlegar, Castlegar & District Public Library, Castlegar Golf Club, Nelson & District Aquatic Centre, Castlegar & District Recreation Centre and Regional District of Central Kootenay Landfill Attendants.

In order to improve the social and economic welfare of its members without regard to race, colour, creed, ancestry, national origin, sex, sexual orientation or age, to promote efficiency in public employment and to manifest its belief in the value of the unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following By-Laws are adopted by the Local pursuant to, and supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members and to provide for responsible administration of the Local.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees, Local 2262 (Castlegar Civic).

SECTION 2 – OBJECTIVES

The objectives of the Local are to:

- (a) secure adequate remuneration of work performed and generally advance the economic and social welfare of its members and all workers;
- (b) support CUPE in reaching the goals set out in Article II of the CUPE Constitution and support CUPE and CUPE BC Division policies;
- (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.

SECTION 3 – INTERPRETATION AND DEFINITIONS

- (a) Masculine pronouns shall be understood to include the feminine gender.
- (b) Local shall be understood to mean CUPE Local 2262.
- (c) Bargaining Unit (hereinafter referred to as 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) Membership meeting shall be understood to mean a member in good standing of CUPE Local 2262 assembled in a regular or special meeting.
- (f) Unit membership meeting shall be understood to mean members in good standing of a particular Unit of CUPE Local 2262 assembled in a special meeting.
- (g) Loss of pay shall be understood to mean any loss of remuneration suffered by virtue of his absence from his regular job, while on authorized Union business, including loss of his regular wages during his 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 his regular day(s) off without pay or overtime that he might have worked had he not been so absent.

SECTION 4 – MEMBERSHIP MEETINGS – REGULAR AND SPECIAL

- (a) Regular membership meetings shall be held each month (except July and August) on the call of the President in consultation with the Executive Board. 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.
- (b) The Executive Board shall give adequate notice of a regular membership meeting. The notice shall state the date, time and place of such meeting.
- (c) Special Local or Unit membership meetings may be ordered by the President and/or the Executive Board or requested in writing by no fewer than two-thirds (2/3) of members of the Local or the 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.

- (d) 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.
- (e) A quorum for the transaction of business at any special 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 Unit membership meetings. All Executive Board members shall be encourage to attend all special Unit membership meetings.
- (f) The order of business at regular membership meetings shall be in accordance with the CUPE Constitution.

SECTION 5 – VOTING OF FUNDS

- (a) Except for ordinary expenses and bills, no sum over fifty dollars (\$50.00) 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.

SECTION 6 – OFFICERS

- (a) The Officers of the Local shall be the President, Vice-President, Secretary – Treasurer, Recording Secretary, Sergeant-at-Arms, three (3) trustees and Shop Stewards. All officers shall be elected by the membership or appointed in accordance with these By-Laws.

SECTION 7 – EXECUTIVE BOARD – EXECUTIVE BOARD MEETINGS – MEMBERS

- (a) The Executive Board shall comprise the President, Vice-President, Secretary-Treasurer, Recording Secretary and Sergeant-at-Arms.
- (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 conduct business of the Local between meeting 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.
- (f) Should any Executive Board member fail to answer the roll call for three (3) consecutive regular membership meetings or four (4) regular Executive Board meetings without having submitted good reasons for those failures, his office shall be declared vacant and shall be filled by an election at the following membership meeting or by appointment in accordance with these By-Laws.
- (g) Every member shall uphold the CUPE obligation and every officer shall uphold the CUPE Oath of Nomination and Oath of Office.
- (h) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- (i) Every member shall abide by the terms and provisions of employment as set out in the Collective Agreement under which he is 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 he is employed.

SECTION 8 – DUTIES OF OFFICERS

- (a) The President shall:
 - Enforce the CUPE Constitution and these By-Laws;
 - preside at all Local and Unit membership and Executive Board meetings and preserve order;
 - decide all points of order and procedure (subject to appeal to the membership);

- have a vote on all matters (except appeals against rulings) and in case of a tie, vote in any matter, including elections, have the right to cast an additional vote to break the tie;
- ensure that all officers perform their assigned duties;
- fill officer and committee vacancies (in accordance with these By-Laws) where or if no elections are held;
- introduce new members and conduct them through the initiation ceremony;
- sign all cheques and official documents of the Local, and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws or vote of the membership;
- sign all minutes;
- be allowed necessary funds (in conjunction with the Secretary Treasurer) to reimburse himself or any officer for expenses, supported by vouchers incurred on behalf of the Local;
- 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 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.

(b) The Vice-President shall:

- If the President is absent or incapacitated, perform all duties of President;
- if the office of the President falls vacant, be Acting President until a new President is elected;
- render assistance to any member of the Executive Board as directed by the Executive Board;
- perform such duties as may be assigned by the President and/or the Executive Board; and

- perform duties relative to the functions of the Executive Board.

(c) The Secretary Treasurer shall:

- 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;
- prepare all CUPE National per capita tax forms and remit payment;
- prepare all per capita forms to all organizations to which the Local is affiliated and remit payments;
- be allowed necessary funds (in conjunction with the President) to reimburse himself or any officer for expenses, supported by vouchers, incurred on behalf of the Local;
- pay no money unless supported by a voucher 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 all official documents of the Local;
- be bonded for a sum of money not less than the guideline 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;
- make all books available for inspection by the Trustees on reasonable notice, and have the books audited semi-annually;
- provide the trustees with any information they may need to complete the audit report forms supplied by CUPE;
- not later than February 28 each year, furnish each member (who does not have the amount of tax deductible dues paid by him on his T-4 slip from his employer), with a statement (on forms supplied by the National Office), showing the net amount of tax-deductible dues paid by him during the preceding calendar year; and furnish each officer or member that the Local paid taxable income to, and the amount of such income;

- notify all members who are one month in arrears and report to the Executive Board all members who are two or more months in arrears;
- keep on file all membership application cards;
- issue (and keep a duplicate file) other CUPE cards such as Transfer cards, withdrawal cards, etc.; and
- perform other duties relative to the Office of Secretary Treasurer and as a member of the Executive Board.

(d) The Recording Secretary shall:

- keep minutes of all Local and Unit meetings and make copies of such minutes available to the Executive Board members and the membership at the following meeting;
- answer correspondence and fulfill other secretarial duties as directed by the President and/or the Executive Board;
- keep on file a copy of all letters sent out and make copies available of such letters to the President and other members of the Executive Board as required;
- prepare and distribute all notices to members through the Shop Stewards;
- sign all minutes of the meetings; and
- perform other duties relative to the Office of Recording Secretary and as a member of the Executive Board.

(e) The Sergeant-at-Arms shall:

- 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 Sergeant-at-Arms and as a member of the Executive Board.

(f) The Trustees shall:

- 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, and report their findings to the membership;
- use audit forms supplied by National Office and send a copy of each half-yearly audit to the National Secretary Treasurer in accordance with the provisions of the CUPE Constitution; and
- provide the President and the Secretary Treasurer with copies of the audit sent to the National Secretary Treasurer.

(g) The Shop Stewards shall:

- Know the Collective Agreement of the Unit that he is a 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;
- be a member of the grievance committee of the particular Unit that he represents;
- provide communications and information from the members in the Unit to the President and the Executive Board and from the President 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 Unit and encourage the participation of all members of the 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 and/or the Executive Board.

SECTION 9 – OUT OF POCKET EXPENSES

The following out of pocket expense allowance shall be provided:

- (a) (1) The President shall receive an out of pocket expense allowance of \$150.00 per month.

The Vice-President shall receive an out of pocket expense allowance of \$100.00 per month.

The Secretary Treasurer shall receive an out of pocket expense allowance of \$125.00 per month.

The Recording Secretary shall receive an out of pocket expense allowance of \$100.00 per month.

The Sergeant-at-Arms shall receive an out of pocket expense allowance of \$75.00 per month.

- (2) Trustee's shall receive an out of pocket expense allowance of \$100.00, once per calendar year, to audit the books and accounts of the Secretary Treasurer.
- (b) (1) The President, Vice-President, Secretary Treasurer and the Recording Secretary 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 8(a) and 8(c) of these By-Laws.
- (2) An Officer of the Local, other than those mentioned in Section 9 (b) (1), shall be reimbursed for expenses incurred on behalf of the Local, in the performance of the regular and customary duties of his 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 8(a) and 8(c) of the By-Laws.
- (3) 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.

- (c) (1) In appropriate circumstances where it is necessary and beneficial to the performance of the duties of his Office and upon approval by the President and the Secretary Treasurer and/or the Executive Board, and Officer of the Local shall be entitled to receive an out of pocket expense allowance (or portion thereof) as laid down in Section 13 of these By-Laws.
- (2) When attending a regular Executive Board meeting and/or a regular membership meeting, an Executive Board member shall be entitled to receive the child care allowance as laid down in Section 13 (f) (7) of these By-Laws.

SECTION 10 – FEES, DUES AND ASSESSMENTS

(a) Initiation Fee

Each application for membership in the Local shall be directed to the Secretary Treasurer and shall be accompanied by \$1.00 which shall be in addition to monthly dues. The Secretary Treasurer, or union officer, shall issue a receipt. If the application is rejected the fee shall be returned.

(b) Re-admittance Fee

The re-admittance fee shall be \$1.00.

(c) Monthly Dues

The monthly dues shall be 1.9% of gross wages.

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

(e) Special assessments may be levied in accordance with the CUPE Constitution.

SECTION 11 – NON-PAYMENT OF DUES AND ASSESSMENTS

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

**SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS
AND REPRESENTATIVES ON COMMITTEES**

(a) Nominations and Elections

- (1) Executive Board members and Trustees shall be nominated and elected by the Local membership in accordance with the By-Laws.
- (2) Shop Stewards, Union Representatives on Union – Employer Joint Committees and Unit Committees shall be nominated and elected by the particular Unit membership or appointed by the President in consultation with the Executive Board subject to approval or confirmation by the membership.
- (3) 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 Unit Committee, or delegate, a member shall have attended at least fifty percent of the membership meetings held in the previous twelve months or in the period he was a member, if less than a year, unless a valid reason, acceptable to the Local, has been given for non-attendance.
- (4) No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting his consent in writing, duly witnessed by another member. The vote shall be by secret ballot.
- (5) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- (6) 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.
- (7) 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.
- (8) 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).

(b) Installation

- (1) 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 one year or until a successor has been elected and installed, provided however, that no term of office, except for Trustees, shall be longer than two years.
- (2) The terms of office for Trustees shall be as laid down in the CUPE Constitution.

(c) By-Elections

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 13 – DELEGATES TO CONVENTIONS, CONFERENCES, SCHOOLS OR MEETINGS

- (a) After the President's option (Section 8 (a)), 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 Education Committee, 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 he is involved in convention committee activity or he is 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 his family. In any such event, the said delegate shall immediately notify the President or the Secretary Treasurer of his 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, in writing, to the membership meeting of the Local on the proceedings of the function he was 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 of \$0.50 per kilometer (not to exceed economy airfare and taxi fare to and from the airports) where his 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)
 - (i) Meal allowance \$20.00 when one meal is required or function is held locally.
 - (ii) Meal allowance \$40.00 when two meals are required.
 - (iii) Meal allowance of \$70.00 per day when two or more days are required including travel time.
 - (7) Child care allowance of actual cost to a maximum of \$25.00 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, he may be entitled to receive an appropriate meal allowance for travel time to and from such function.
- (i) (1) Prior to attendance at any function listed in (a) and (b) of this Section, a delegate may 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%.
- (2) 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, he 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 he was so absent from, or did attend the said function, and he shall reimburse the Local any expenditures made by the Local on his behalf, including any registration fees, for the time he was so absent from, or did not attend such function.

SECTION 14 – COMMITTEES

(a) Negotiating Committee

- (1) 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 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 of the President, Vice-President, Secretary Treasurer, Recording Secretary, Sergeant-at-Arms, Shop Steward(s) and/or members. Except for the President's option (Section 8 (a)), all Executive Board members, Shop Stewards, all other officers and/or members shall be members of the unit concerned and shall be elected by members of that particular 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 8 (a)), the following shall apply: 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.
- (2) Each 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.

- (3) 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 he may cast a vote to break such tie, or, if he chooses, 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 By-Laws shall apply.
- (4) 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.
- (5) Supplementary or ancillary documents to a collective agreement are not subject to Section 14 (a) (1), (2), (3) or (4) 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.
- (6) 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 13 of these By-Laws, where applicable.

(b) Special Committees

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.

(c) Standing Committees

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.

(d) Education Committee

The Local Education Committee shall be a standing committee and shall comprise the President, Vice President, Secretary Treasurer, Recording Secretary and Sergeant-at-Arms. 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 Education 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 Education 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.

(e) Grievance Committees

Each Unit's Grievance Committee shall be a standing committee and shall comprise the President, and Executive Board members and 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 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 and to the membership meetings. 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.

(f) Union Committee

Each Units Union Committee shall be a standing committee and shall comprise the officers as laid down in Section 14(e), Grievance Committee of these By-Laws. 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.

(g) Extraordinary Events Committee

(1) Refer to Local 2262 Policies.

(2) This Committee may:

- if a member, or one of his immediate family, is ill for more than a week, have sent some token 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;
- extend the Local's condolences in the event of the death of a member or a retired member of one of his immediate family and/pr make other appropriate gestures in accordance with custom or the wishes of the family concerned.
- extend the Local's concern or other appropriate gesture in the event of any tragedy faced by a member, a retired member, or one of his immediate family;
- extend the Locals congratulations, or other appropriate gesture in a happy event concerning a member;
- purchase a gift and/or make an appropriate presentation to a retiring member on behalf of the Local; upon retirement a member of the local shall receive a sum of money based on \$10.00 per year of service or a minimum of \$100.00;

- extend help in an appropriate manner to a member in extreme circumstances.

(h) Occupational Health and Safety Representatives

Each Unit's 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.

SECTION 15 – RULES OF ORDER

All meetings of the Local and/or Unit shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to insure 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.

In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 16 – AMENDMENT

- These By-Laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these By-Laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- 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.
- 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.

APPENDIX "A"

RULES OF ORDER

1. The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in his absence a President pro-tem shall be chosen by the Local.
2. No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended by 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 any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.

9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.
11. When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, he shall cease speaking until the point is determined; if it is decided he is in order, he may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may in addition give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
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, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
22. If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
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.