



BYLAWS

Canadian Union of Public Employees Local 1328

Approved by the General Membership: **June 20, 2023**
 September 19, 2023

Approved by CUPE National: **September 26, 2023**

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A few "DO's and DON'T's" calculated to test the sincerity of WE who are the Union:

- * DO Attend as many meetings as possible.**
 - * DO Get acquainted with the Steward in your Department.**
 - * DO Learn the difference between a legitimate grievance and a complaint whether such be frivolous or well founded.**
 - * DO Memorize the Order of Business and follow it when attending meetings (when in doubt, ask the guidance of the Chair).**
 - * DO Think before WE vote!**
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- > DON'T Say "Why doesn't the Union..."instead of "Why don't WE...?"**
 - > DON'T Stay away from meetings and gripe about "unwise" decisions afterwards.**
 - > DON'T Go "Over the head" of OUR Steward.**
 - > DON'T Think that if things are not to OUR liking, there just isn't anything WE as individuals can do about it.**
 - > DON'T Believe the Union is not vitally important to US. Next to OUR home and family, the Union is OUR most important interest.**
 - > DON'T Hesitate to bring to the attention of the meeting YOUR problems; they are the Union's problems too.**
 - > DON'T Leave this booklet at home - carry it at all time.**

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BYLAWS

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1328

- **1328.00** - Office, Clerical and Technical Employees
- **1328.01** - School Based Educational Support Staff
- **1328.02** - Adult English as a Second Language Nursery Instructors
- **1328.03** - Adult English as a Second Language, Adult Citizenship and Adult Literacy Instructors
- **1328.04** - Secondary School Supervisors of Students

PREAMBLE

These by-laws are designed to give proper balance to the administration of the Local Union. This Local has been formed and does now establish these by-laws for its governance.

SECTION 1 – NAME

The name of this Local shall be: The Canadian Union of Public Employees, Local 1328 (Toronto Catholic District School Board Staff).

SECTION 2 – PRINCIPLES AND OBJECTIVES

- (a) To place the various occupations of the membership upon a high plane of efficiency and skill.
- (b) To encourage the settlement of all disputes between the members and the Employer's administration by mediation and negotiation.
- (c) To secure the improvements of remuneration for work performed and generally advance the economic and social welfare of its members and for all workers.
- (d) To maximize the opportunities for its members to influence and shape their future through free democratic trade unionism.
- (e) To establish strong working relationships with the public we serve and the communities in which we work and live.

SECTION 3 – INTERPRETATION

Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these by-laws.

SECTION 4 – GENERAL MEMBERSHIP MEETINGS

- (a) General Membership Meetings of Local 1328 shall be held on the second Tuesday of each month at 6:00 p.m. excluding July and August. At all other times of the year, the Executive Committee shall administer the business of the Union. Any business so transacted by the Executive shall be reported to the general membership at the next meeting.

- (b) When a situation beyond the control of the Local Union arises which causes the cancellation of a general membership meeting, the Executive Board shall reschedule the general membership meeting, and will give members 10 days notice of the date of the rescheduled general membership meeting.
- (c) Notice of general meetings shall be sent via email to all members a minimum of ten (10) days in advance. The planned agenda will be included with this notice. All notices will also be posted on our website.
- (d) A quorum for the transaction of business at any General Membership Meeting shall consist of at least twenty-five (25) members in good standing, including at least three (3) members of the duly elected officers. In the event that a quorum is not present within thirty (30) minutes after the scheduled time for beginning a General Membership Meeting, the chairperson shall declare all business referred to the Executive for their execution and shall adjourn the meeting.
- (e) In the event that a General Membership Meeting is adjourned, or quorum is lost before all business on the agenda has been addressed, the chairperson shall declare all business referred to the Executive for their execution and shall adjourn the meeting. The executive will report back of any actions taken at the next General Membership Meeting.
- (f) Between membership meetings, the Executive shall make day to day decisions on behalf of the Local but shall report such action at the next membership meeting. The Executive shall also be empowered to transact such business as would properly have come before any scheduled membership meeting for which a quorum was not obtained, is adjourned or quorum is lost before all business on the agenda has been addressed but must report such action to the next membership meeting.
- (g) Order of Business:
 - 1) Acknowledgement of Indigenous territory
 - 2) Roll call of officers
 - 3) Reading of the Equality Statement
 - 4) Voting on new members and initiation
 - 5) Reading of the minutes
 - 6) Matters arising from the minutes
 - 7) Treasurer's report
 - 8) Communications and bills
 - 9) Executive Committee 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
- (h) The platform in which the meeting will be held (in person, virtual, or hybrid) shall be at the discretion of a majority vote from the Executive Committee.

(i) Membership:

- i. Any employee who works within the jurisdiction of Local 1328 can apply for membership by reading the declaration, signing the application for membership form and paying the initiation fee set out in Section 18 of these by-laws.
- ii. At the first membership meeting after the application has been completed, 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.
- iii. 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.
(Article B.8.1 to B.8.6)
- iv. Members shall also ensure to keep their contact information updated through the employer ESS system, as all contact information is provided to the Local.

SECTION 5 – RETIRED MEMBERS

Honorary Retiring Card

- (a) A member who has retired or is unable to work can apply to the Membership Officer for an Honorary Retiring Card when they leave employment. If the member is in good standing prior to retiring, members will vote on the application at a General Membership Meeting. If a majority of members vote in favour of the application, the Membership Officer will send the name and address of the retiring member to the National Secretary-Treasurer who will issue the Retiring Card.
- (b) A member who holds an Honorary Retiring Card can attend and speak at Membership Meetings but cannot vote.
(Article B.10.1)

SECTION 6 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 1328 shall be affiliated to and pay per capita tax to the following organization(s):

- (a) Ontario School Board Council of Unions
- (b) CUPE Ontario

Any additional affiliations must be approved by a majority vote of the membership at a regular or special membership meeting.

SECTION 7 – UNIT MEETINGS

Unit meetings may be called by the Unit Chair and/or President. Locations whether to conduct the meeting virtually or in person and start times to be determined by the Unit Chair of each Collective Agreement in consultation with the President.

Unit meetings may be called to deal with matters that affect only members of that bargaining unit. Such

meetings are not to be used to replace general membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit.

- (a) Notice of Unit meetings shall be sent via email to all members a minimum of ten (10) days in advance. The planned agenda will be included with this notice. All notices will also be posted on our website.

- (b) A quorum for the transaction of business at a unit meeting shall be as follows:

1328.00 - Office, Clerical, Technical, (15) members

1328.01 - School Based Education Support Staff, (15) members

1328.02 – Adult English as a Second Language Nursery Instructors, 3 members

1328.03 - Adult English as a Second Language, Adult Citizenship and Adult Literacy Instructors,
5 members

1328.04 - Secondary School Student Supervisors, 7 members

In the event that a quorum is not present within thirty minutes after the scheduled time for beginning a unit meeting, the chairperson shall declare all business referred to the executive for their execution and shall adjourn the meeting.

SECTION 8 – SPECIAL MEETINGS

- (a) Special meetings may be called by order of the Executive Committee or by written request of thirty-five (35) members in good standing. At least 10 days' notice of Special meetings shall be given by the Recording Secretary, as outlined in SECTION 4 (c), and no other business other than that set out in the notice shall be transacted at the Special Meeting. Quorum stated in SECTION 4 (d) will be used.
- (b) If a Special Meeting is called by one of the Local's Units, the quorum stated in SECTION 7 (d) will be used.

SECTION 9 – EMERGENCY MEETINGS

- (a) Emergency meetings may be called by order of the Executive Committee and/or the President and the Unit Chair of each Collective Agreement. At least forty-eight (48) hours' notice shall be given by the Recording Secretary and no other business than that set out in the notice shall be transacted at the Emergency meeting. If an Emergency meeting is called in the months of July and August, a notice shall be sent via email to all members and a ROBO call shall also be conveyed to all members. The notice will also be posted on our website.
- (b) If an emergency meeting is called by one of the Collective Agreements, the quorum stated in SECTION 7 (d) will be used.
- (c) If emergency meeting is called for ratification or strike vote, quorum is not required.

SECTION 10 – EXECUTIVE COMMITTEE/MEETINGS

The Executive Committee shall consist of the President, one Vice-President/Grievance Officer, and one Unit Chair from each Collective Agreement, Recording Secretary, Secretary Treasurer, Membership Officer.

Trustees cannot be part of the Executive Committee. No member can hold more than one position on the Executive Committee.

(Article B.2.2)

Any five (5) of these shall constitute a quorum for the transaction of such business as may properly come before it. The Executive Committee shall meet monthly, as required but not less than 8 times per year prior to the General Membership Meetings.

SECTION 11 – STEWARD MEETINGS

The Steward body of each Collective Agreement shall meet on a regular basis at date and times as called by the Unit Chair. They shall meet at least three (3) times a year. Duties of Stewards are defined in the Collective Agreements and Section 2 of these by-laws. Stewards are supervised by and report directly to the Unit Chair of their Collective Agreement. The Term of Office, Elections and Installation of Stewards will be as defined in Section 20 and 21 of these by-laws.

Stewards shall submit, to their Unit Chair and President, a written report of all meetings attended including meetings with members as well as expense reports on a monthly basis.

All Stewards shall make every attempt possible to attend their respective unit meeting.

SECTION 12 – OFFICERS

The Officers of the Local shall consist of a President, one Vice-President/Grievance Officer and one Unit Chair from each Collective Agreement, Recording Secretary, Secretary Treasurer, Membership Officer, and three Trustees. The term of office shall be for a period of three (3) years or as otherwise stated in these bylaws. All officers shall be elected by the membership including the Vice-President/Grievance Officer. The Unit Chairs shall be elected by the members from their Collective Agreement.

Failure to Attend Meetings

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.

(Article B.2.5)

SECTION 13 – DUTIES OF OFFICERS and UNION STEWARDS

All Officers/Local Union Representatives must surrender any/all properties, assets, funds, files (both hard and electronic), security logins and passwords, and all records of the Local Union to their successors at the end of their term of office.

All signing Officers of Local 1328 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.

All Officers shall also submit all meeting notes taken on behalf of the Local (this includes notes taken in meetings with members) on a monthly basis to the Recording Secretary for filing. This includes Stewards and Committee members.

One executive officer will be assigned by lottery unless acclaimed to each standing committee to be the liaison between the committee and the executive. The liaison has no voice on the committee.

(a) PRESIDENT

It shall be the duty of the President to chair all meetings of the Local, to preserve order and enforce the Constitution and By-laws, to see that all officers perform their respective duties and to fill vacancies on committees where elections are not provided for and to decide all questions of order, subject to an appeal by a member of the Local (but the President shall not vote on such appeal).

The President shall sit on all committees.

The President shall announce the results of all votes, shall enforce all fines and penalties, and shall have power to call special meetings by order of the Executive Committee or when requested in writing by thirty-five (35) members. The President shall have a vote on all matters other than appeals. The President shall sign all orders on the Treasury for such money as shall be allowed by the Constitution and By-laws; cheques and drafts on bank or credit union and perform such other duties as the Constitution and By-laws of the Local may require. The President in office at the time of the conventions of the Canadian Union of Public Employees shall have first preference as a delegate to that convention. All outgoing communications must be done in coordination with the President and the Recording Secretary.

The Local President shall have sole administrative authority of the Cupe Email, of any and all virtual/social media accounts, platforms and of the CUPE Local 1328 website; this authority shall be delegated by the president as required.

(Article B.3.1)

(b) VICE-PRESIDENT/GRIEVANCE OFFICER

It shall be the duty of the Vice-President/Grievance Officer, in the absence of the President, to preside and to perform all duties pertaining to the office of President, and to render such assistance as may be required. In case of a vacancy in the office of President, the Vice-President/Grievance Officer shall act as President until the Local elects a President to fill the vacancy.

The role of the Vice-President/Grievance Officer is to represent and advance the interests of members in the local, and to work with Unit Chairs in their own Collective Agreement group and provide leadership for each Collective Agreement; act as liaisons for their own Collective Agreement group with the President, and to ensure communications to and among each Collective Agreement as needed. The Unit Chair in consultation with their Steward(s) shall also collect all pertinent information required for any Grievance(s) (Grievance Fact Sheet, emails, etc.) to be forwarded to the Vice President/ Grievance Officer to co-ordinate filing.

It shall be the duty of the Vice-President/Grievance Officer to supervise and direct all activities of the steward body within each Collective Agreement.

It shall also be the duty of the Vice-President/Grievance Officer to get a written report from all stewards from each collective agreement regarding the meetings they have attended and with whom they have met as well as expense reports.

It shall be the duty of the Vice President/Grievance Officer to oversee, track and keep accurate records for all activities of the Local related to Grievances and Arbitrations, co-ordinate filing and oversee progress of all Grievances. The Vice President/Grievance Officer shall collaborate with Unit Chairs to assign grievance cases to Stewards per their respective duties and shall also research and gather information to support grievances, to address violations of the Collective Agreement, board policies, case law, Ontario Laws and any other applicable legislation. The Vice President /Grievance Officer shall conduct member surveys to gather grievance data, if required, as directed by the President. The Vice President/Grievance Officer will attend meetings, grievance hearings, mediations and arbitrations,

as required. The Vice President /Grievance Officer shall report to the Executive and the General and Unit Membership on the status of Grievances and Arbitrations.

The Vice President/Grievance Officer is also to provide all files related to all Grievances (including but not limited to: Grievances filed, Fact Sheets, Grievance Responses Received, Minutes of Settlements or Grievance Committee decisions not to advance a Grievance, etc.) to the Recording Secretary on a monthly basis. The Vice President/Grievance Officer shall also share the above noted grievance information with the CUPE National Representative for all grievances that are advancing to Mediation/Arbitration and/or all Central grievances.

This position shall be a full time seconded (booked off) officer position and shall be combined with any other duties assigned by the President.

(c) RECORDING SECRETARY

The Recording Secretary shall keep a full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Committee meetings: specifically, the Recording Secretary shall be responsible for minutes, correspondence and documentation. These records must also include a copy of the full financial report (Executive Committee meetings) and the written financial report (membership meetings) presented by the Secretary Treasurer. The record will also include Trustees' reports.

Shall record all motions, with the mover's and seconder's names, in the record or minute book of the Local, shall record all alterations in the Rules and By-laws by motion or amendment and shall provide a working draft of all proposed By-law changes to all By-law committee members, to the President and to the CUPE National Representative, and shall fulfill other secretarial duties as directed by the President and by the Executive Committee through the President, and as stipulated in these By-laws and in the National Constitution. The Recording Secretary shall file a copy of all letters sent out and shall keep on file all communications and answer all correspondence. The Recording Secretary shall sync all meeting notes and all correspondence in the virtual filing system. The Recording Secretary shall prepare all circulars and notices for issuance to the members and shall pass same on to the membership.

The Recording Secretary shall make readily available all books, papers, files (both hard and electronic) and documents upon request of the Auditors, and on termination of office shall surrender all books, seals, and other properties of the Local to the successor.

(Article B.3.3)

(d) SECRETARY TREASURER

It shall be the duty of the Secretary Treasurer to receive all dues and assessments and to keep a record of each member's payments and every fifteen (15) days deposit all money in the name of the Local in the bank or credit union selected by the Local.

Sign all cheques, except their own 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 Committee, designate a signing officer during prolonged absences.

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 written financial report to each regular membership meeting, detailing all income and

expenditures for the period.

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.

The Secretary Treasurer shall prepare the necessary per capita forms and remit payment.

The Secretary Treasurer, along with two other signing officers, shall be sufficiently bonded.

All transaction shall be recorded in a manner acceptable to the Executive Committee and all books must be open for inspection by the auditors on reasonable notice and shall be audited annually.

The Secretary Treasurer shall pay no money, except by cheque on vouchers duly signed by the President. Cheques shall be signed by two of the three signing officers. The signing officers shall be the President, Recording Secretary, Membership Officer and Secretary Treasurer. When the Secretary Treasurer is unable to sign cheques, the remaining signatories must make themselves available in a timely manner so as not to impede the local work. No voucher shall be required for payment of per capita tax or to any organization to which the Local is affiliated.

(Article B.3.4 to B.3.8)
(Article B.3.10 to B.3.12)

(e) UNIT CHAIRS (5 positions)

- Each Unit Chair in conjunction with the President (Vice President/Grievance Officer) shall manage any and all business as may pertain to their office and which may be necessary for the proper functioning of their bargaining unit.
- Each Unit Chair shall preside at all meetings related to their specific bargaining unit.
- Each Unit Chair shall be an ex-officio member for all of the unit's committees and are to be notified of any Committee meetings held within their bargaining unit.
- The Unit Chair will serve as liaison to the Grievance Committee on matters pertaining to their bargaining unit.
- The Unit Chair will attend labour management meetings for their respective bargaining unit.
- The Unit Chair will be a member of the bargaining committee of their bargaining unit.

(f) MEMBERSHIP OFFICER

It shall be the duty of the Membership Officer to guard the inner door and to admit no one but members in good standing or officers and officials of the Canadian Union, except on the order of the President and by the consent of the members. The Membership Officer shall maintain the record of membership attendance at meetings of the Local, maintain all membership records and issue all membership cards. The membership records should be kept in the union office. Copies of the current year shall be sent to the Membership Officer within a timely fashion.

(g) TRUSTEE

There shall be three (3) Trustees elected by the general membership. They shall be elected so that one shall serve for a period of three (3) years, one for two (2) years and one for one (1) year. Each year thereafter, the Local Union shall elect one trustee for a three (3) year period, or in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.

It shall be the duty of the Trustees to act as an Auditing Committee on behalf of the members. They must audit the books and accounts of the Secretary Treasurer, the Recording Secretary, and the committees at least once every calendar year.

Trustees shall make a written report of their findings to the Local at the first membership meeting following the completion of each audit.

Submit in writing to the President and Secretary Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Treasurer in an organized, correct, and proper manner.

It shall be the duty of the Trustees to audit the record of attendance.

Any stocks, bonds, securities, office furniture and equipment, titles or deeds to property that may at any time be owned by the Local shall be inspected, at least once annually, by the Trustees and a report of findings shall be submitted.

Audit forms as supplied by the National Office shall be used for all audit reports, and a copy of such half-yearly audit shall be sent to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution.

(Article B.3.10 to B.3.12)

(h) UNION STEWARDS

- Stewards shall represent and defend the Collective Agreement and the interests of their members and ensure that issues are dealt with in a professional and timely manner.
- Stewards shall provide guidance, information and assistance to members; and may attend meetings with the employer when necessary.
- Stewards shall report to the Unit Chair regarding members' concerns.
- Stewards shall have knowledge of the Collective Agreement(s) and legislation.
- Stewards shall, in consultation with the Unit Chair investigate and file grievances at the initial level where the employer fails to comply with the terms of the Collective Agreement, relevant policies or legislation.
- Stewards shall encourage the participation of all members of the unit in union activity.
- Stewards are required to stay informed of issues which may impact the membership and whenever possible should attend School Board Trustee meetings.

- Stewards shall attend steward meetings when called by the Unit Chair
- Stewards are required to attend and complete training-education provided by the local.
- Should any steward member fail to attend three consecutive regular membership meetings or three steward meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting. (Article B.2.5)

SECTION 14 – PRESIDENT/VICE PRESIDENT/GRIEVANCE OFFICE SALARY

PRESIDENT SALARY

The President's position is a twelve-month position.

The President shall receive the highest wage within the Local plus benefits, which is from the Office, Clerical, Technical Collective Agreement Grade 8 step 6 position. This will be the minimum. If a higher class is negotiated within the Local, the President's salary will become that salary. Vacation days shall be equal to the incumbent's years of service and scheduled in accordance with the collective agreement. Sick days allowance shall be equivalent to all twelve-month CUPE Local 1328 employees. Pension entitlements will be maintained.

VICE PRESIDENT/GRIEVANCE OFFICER'S SALARY

The Vice President/Grievance Officer's position is a full time position and shall be in keeping with the annual duration of employment of their current position within the Board.

The Vice President/Grievance Officer shall continue to receive the regular salary and benefits, without interruption, in accordance with the applicable collective agreement (from the unit to which this member belongs). The Local Union shall reimburse the Board for such expenses.

Vacation days shall be equal to the incumbent's years of service and scheduled in accordance with the respective Collective Agreement. Sick days allowance shall be equivalent to the incumbent's respective Collective Agreement. Pension entitlements will be maintained.

SECTION 15 – HONORARIUMS

The below noted amounts shall be provided to the following representatives three (3) times a year (January, May, and September).

President	\$500.00
Vice President/Grievance Officer	\$500.00
Recording Secretary	\$500.00
Unit Chairs	\$500.00
Secretary Treasurer	\$500.00
Membership Officer	\$500.00
Stewards	\$50.00 per month (only to be paid when active)
Trustees	\$200.00-annually (once the audit is complete)

Payments will be pro-rated during the year of elections.

SECTION 16 – CUPE NATIONAL/ONTARIO DIVISION COMMITTEES

Any member doing work for CUPE National/Ontario Division or its Committees requiring a book off must first ensure a confirmation letter from CUPE National/Ontario Division is sent to the Local (within Collective Agreement timelines) requesting the leave and confirming reimbursement. Any related Expense Claims (per diem/mileage) are to be submitted by the member to CUPE Ontario/National for re-payment to the member directly. Lost Time Claims are to be submitted to National/Ontario within 14 days to ensure the Local is reimbursed directly for costs incurred on their behalf within a timely manner. A copy of the CUPE National/Ontario Division Lost Time Claim form must also be sent to the Recording Secretary in order to confirm their leave of absence. Should the Recording Secretary not receive a copy of the Lost Time Claim form within 14 days, a non-confirmation of leave will be sent to the employer.

When there is no per diem given, transportation costs (including parking, mileage rate as per applicable CRA rates) incurred while performing duties of the office may be claimed.

SECTION 17- OUT OF POCKET EXPENSES

(a) Expenses/Travel

Mileage distance shall be calculated according to Google Maps based on the shortest route and shall be paid at the rate set by the Canada Revenue Agency.

Detailed mileage and all expenses incurred will be submitted to the Secretary Treasurer on the proper form including all receipts within the month the expense incurred. No expense submission shall be paid without good reason after the monthly deadline.

Elected or appointed members who attend any meeting that commences before, during or after their regular respective working hours shall receive parking, mileage or TTC.

Mileage will not be paid for elected or appointed members who attend general, unit or special meetings.

The Local Union's Office shall be the designated workplace for all seconded (booked off) executive officers where no mileage shall be paid when reporting to and from.

Any seconded Officer needing to report to meetings away from the local office will be paid mileage.

When bargaining exceeds the normal workday, dinner will be provided. If dinner is not provided, a meal expense of \$25 may be claimed.

(b) Cell Phones

The President, Vice President/Grievance Officer and each Unit Chair will be provided with cell phones for union business.

(c) Credit Cards

The local union will hold two credit cards with a combined total credit limit of \$20,000. The President and Secretary Treasurer will be the authorized users.

SECTION 18 – INITIATION FEES AND MONTHLY DUES

Payment of initiation fees is a tangible confirmation of the desire to become a member of the Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary Treasurer and will be accompanied by an initiation fee of \$2.00 which shall be in addition to the monthly dues. The readmission fee shall be \$2.00. The Secretary Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

The monthly dues shall be .65% above the National per capita tax plus special levies.

Notwithstanding the above provision, if the CUPE Convention raises minimum fees and / or dues above the level herein established, these by-laws will be deemed to have been automatically amended to conform to the new CUPE minima.

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

Any changes in the Local Union dues can only be made at a general membership meeting when a notice of motion has been previously given at least seven days before at a previous general membership meeting or 60 days before in writing prior to dealing with an amendment to the dues structure.

A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Committee by the Secretary Treasurer. The Executive Committee will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union.

The readmission fee cannot be less than the initiation fee of the Local Union.

SECTION 19 – VOTING OF FUNDS/BUDGETING/DEFENSE FUND

(a) Payment of Local Union Funds

Funds can only be spent for valid purposes of the Local Union under the following circumstances:

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(b) Voting of funds

Expenses or payments in excess of \$500 for services, terms or donations will be presented to and approved by the membership. This does not include operating expenses, items covered in the approved budget and regular bills, and members retirement gratuities.

Notwithstanding the foregoing, the Executive Committee is authorized to make a donation of up to five hundred dollars (\$500.00) to any CUPE local that engages in strike action. Such donations will be reported to the next regular membership meeting.

(c) Annual Budget

The Secretary-Treasurer shall at the November General Membership meeting present to the members for approval a budget for the following fiscal year. The budget will capture the anticipated revenue and proposed expenditures for the period. For example: in the case of conventions, conferences, seminars and expenditures the budget should be specific enough that no further approvers are required.

The Secretary-Treasurer will consult all Executive Board members and Committees in developing a budget. The proposed budget will be presented as a draft to the Executive Committee for approval prior to the November General Membership meeting.

Local 1328's fiscal year shall be from the 1st of January until the end of December.

It is the responsibility of the Secretary Treasurer to monitor expenses throughout the year.

(d) Strike/Defense Fund

Local 1328 shall maintain a separate bank account other than the operating account for the purpose of a strike/defense fund.

The strike defense fund shall be governed through regulations established by the Executive Committee along with the local strike committee once in a strike position.

SECTION 20 – NOMINATIONS AND ELECTIONS AND CAMPAIGNING

(a) OFFICERS

For the following Officer positions: President, Vice President/Grievance Officer, Unit Chairs Recording Secretary, Secretary Treasurer, Membership Officer and a (3) three-year Trustee, elections shall be held every three years in November.

Elections shall be conducted electronically by electronic vote. A candidate must obtain a plurality of electronic votes to be declared elected.

Nominations for Officer positions shall be received at the October General Membership Meeting. No nomination shall be accepted unless the member is in good standing, is in attendance at the meeting and accepts the nomination or has previously filed a written acceptance contingent upon being nominated. The filing shall occur in writing, duly witnessed by another member in good standing prior to the nomination meeting and given to the Recording Secretary to read out at the nomination meeting.

The names of all candidates qualified and accepting nominations shall be sent via email to all members along with the GMM notice a minimum of ten (10) days prior to the opening of the polls.

To be elected, a candidate must receive the most electronic votes. In the event two candidates are tied with the most electronic votes, the Local will move to a second electronic vote between the two candidates.

For the position of Trustee, the above will apply except one Trustee must be elected each year.

The results shall be announced at the November General Membership Meeting and then sent via email

to all members.

- a. Nominations will be received at the October General Membership Meeting held in an election year.
- b. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
- c. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
(Articles B.8.1, B.8.2 and B.8.3)
- d. A member may be nominated (and stand) for one position at the nomination meeting. A member may hold only one office at a time.
- e. 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 the time of transition to their new position.
- f. In the event that there is only one (1) nominee for any position, the Returning Elections Officer shall declare that nominee elected by acclamation.
- g. No member will be eligible for nomination if they are in arrears of dues and/or assessments.

(B.4.2)

(b) UNIT CHAIRS

1. Unit Chairs will be elected by their respective units.
2. Elections shall be conducted by electronic vote. Each member shall be entitled to one vote. Proxy votes are not acceptable in any form or for any reason of voting. A candidate must obtain a plurality of electronic votes to be declared elected.
3. When two or more nominees are to be elected to the same position, each member voting shall be required to vote for the full amount of candidates to be elected or the members electronic vote will be declared spoiled.
4. The Executive Committee has the right to fill a temporary vacancy for no longer than three months from a given unit if no member is prepared to stand for office until a by-election can take place.

(c) BY-ELECTIONS

Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill. The Executive Committee has the right to fill a vacancy if no member is prepared to stand for office for no longer than three months.

(d) STEWARDS AND BARGAINING COMMITTEES

Stewards shall be elected at unit meetings held every three (3) years in May, Elections shall be conducted by secret ballot.

Bargaining Committees shall be elected at unit meetings held in June one year prior to the end of the Collective Agreement. Completion of the assigned term shall expire when a new Bargaining Committee is elected. Elections shall be conducted by secret ballot.

No nomination shall be accepted unless the member is in good standing, is in attendance at the meeting and accepts nomination, or has previously filed a written acceptance contingent upon being nominated. The filing shall occur in writing, duly witnessed by another member prior to the nominations and given/presented to the Recording Secretary and President to present at the meeting.

Nothing contained in (a) or (b) of this Article shall be deemed to conflict with the provision of the CUPE Constitution, Appendix "B", Article 11, Officers.

Voting to fill one office shall be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

A plurality of votes cast shall be required before any candidate can be declared elected.

When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled. (Article 11.4 of the National Constitution)

Any candidate may appeal for a recount of the votes or the membership itself, without an appeal, may order a recount of any or all elections provided, however, that in either instance a majority of the members present at the meeting shall vote in favour of such recount. Such recount shall be taken immediately and prior to election of any other office.

(e) CAMPAIGNING

Candidates (and/or their agents) seeking election or re-election to any position shall not use any of the following for campaign purposes.

Any of the unions or employer's:

- Computers, printers, fax machines
- e-mail
- photocopiers
- telephone and/or member lists
- official media accounts
- property

Candidates and/or their agents will not solicit, campaign or distribute material inside a designated union meeting room or the local office and while conducting union business.

(f) Members seeking election or re-election to any officer position shall:

- Meet time lines as set out by the Election Committee.
- Have all campaign materials (including but not limited to posters, flyers, etc.) submitted to the Election Committee within five working days of the nomination for approval prior to distribution or posting. Items not approved must be revised and re-submitted to the committee for approval prior to distribution or posting.
- Approved flyers/posters may be posted on the Local Union website, in the private members' area through the Election Committee.

- Follow all rules as laid out by the election committee when using social media. Postings are to be respectful and in accordance with the CUPE Equality Statement and Code of Conduct.
- Negative campaigning will not be tolerated. No comments of a negative, misleading or disrespectful nature in relation to other nominees will be acceptable whether in print or on social media, or in any other form.
- Intent of campaign material is to be an introduction of the nominee to the members, describing interest, relevant experience and other positive attributes that may be brought to the office that is being sought.
- Candidates and or their agents may interview or campaign or distribute material outside the designated union meeting room.
- Candidates may use personal time and vacation time to campaign.

Any infraction of these campaign rules will be reviewed by the Election Committee. Any violation may result in disqualification of the nominee.

(g) Election Committee

An Elections Committee consisting of a Returning Elections Officer and four (4) assistant(s) shall be elected at a general membership meeting in the month of September in an election year. The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements along with the process and shall treat information submitted to it as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union. To be elected, a candidate must receive a plurality of the votes cast.

The online polls will open at least seven days prior to the election date as determined by the election committee and remain open until midnight of the election day. The results shall be posted on the Local union's website within 48 hours of the election results being announced.

(h) The Oath of Office to be read by the newly elected Officers is:

"I, _____, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term."

(Article 11.6(b))

SECTION 21 – INSTALLATION OF OFFICERS

- (a)** All duly elected officers will take the oath of office at the General Membership Meeting in November where election results are announced. The term of Office begins the last Friday in the immediately following month and shall continue in office for three (3) years or until a successor has been elected and installed. Time shall be afforded, up to a maximum of five (5) days to allow for the transition of the newly elected full- time officers.
- (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) If the position of President, Recording Secretary, Secretary Treasurer, Vice President /Grievance Officer, Membership Officer-or Trustee becomes vacant during the normal period between elections, a special election shall be held to fill the vacancy for the remainder of the term at the first membership meeting after the position became vacant. For temporary absences of less than three months, the Executive Committee may appoint a member in good standing to serve in that position for a period not longer than three months until a by-election is held.
- (d) If the position of Unit Chair or Steward becomes vacant, a special election shall be held to fill the vacancy for the remainder of the term at the first unit meeting after the position becomes vacant. For temporary absences of a Unit Chair of less than three months, the Executive Committee may appoint a Steward from that unit to serve in that position for a period not longer than three months until a by-election is held.
- (e) If a vacancy in an officer position is to go beyond three months and the vacancy is a result of sickness, disability, parental or pregnancy leave, a special meeting shall be held to fill the vacancy until the return of the officer or the remainder of the term whichever comes first.
- (f) Elected members will be expected to take appropriate education courses from CUPE. Exceptions may be given for past and related experiences.

SECTION 22 – DELEGATES TO CONVENTIONS, CONFERENCES, SEMINARS AND EDUCATION

The per diem rate for the Greater Toronto Area (in town) for delegates to conventions, conferences, seminars, and education shall be:

\$50.00 per day
\$25.00 per half day

When meals are provided there will be no per diem paid. Hotel accommodations are not to be provided for in town events in the Greater Toronto Area.

CONVENTIONS/CONFERENCES

Except for the President and Vice President/Grievance Officer, all delegates to conventions and conferences shall be chosen by a majority vote of the executive committee from those who have expressed interest. A minimum of two delegates shall be members at large who have expressed interest via application also chosen by a majority vote of the executive committee.

The Local shall send up to the maximum number, as governed by the Constitution of voting delegates allowed inclusive of a minimum of two members at large. The President and Vice President /Grievance Officer shall be given first preference to be a voting delegate. All delegates attending conventions, conferences, or educational outside of the Greater Toronto Area, may be provided with single accommodations and a per diem allowance of \$100 for meals and expenses where meals are not provided and \$50 for half days.

- Transportation expenses will be reimbursed. Transportation will be determined by the executive committee by a majority vote. The most economic mode of transportation shall apply when making the determination.
- The Local Union will reimburse the member's employer for any loss of wages.
- The President will have discretion for providing accommodations in consideration of distance, weather, and evening agenda items to allow delegates full participation and opportunity for networking.
- Where meals are included, or not required the following deductions shall be made to per diems: breakfast=\$20, lunch=\$30, dinner=\$50.
- Local 1328 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.
- Local 1328 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educational.
- All conference, convention and educational attendees will provide a report back to the President summarizing their experience. Information of interest to the members will be shared at a General Membership Meeting.

SEMINARS AND EDUCATION

The Local shall send up to a maximum of thirty-six (36) delegates for Seminars and Education within the Toronto area. The Local shall send up to a maximum of eight (8) delegates for Seminars and Education outside of the Toronto area. Where food is provided, no per diem will be paid. Preference will be given to members who have been elected to a position and there is a clear understanding that any member elected must take the related Seminar and/or Education to their position within one year. All delegates to Seminars and Education shall be chosen by a majority vote of the executive committee from those who have expressed interest.

(a) All delegates to conventions, conferences, seminars, and education shall be paid:

- (i) When required to stay in a hotel, prior approval of the executive is needed. The following expenses will be covered, when applicable – economy airfare, train fare or appropriate mileage distance (mileage rate as per applicable CRA rates) or TTC, parking or transfer expenses, hotel accommodation, the applicable per diem for expenses and an amount equal to any loss of salary necessitated by attendance at the convention, conference, seminar or education.
- (ii) When not staying in a hotel, the applicable per diem for all expenses and an amount equal to any loss of salary necessitated by attendance at the convention, conference, seminar, or education plus mileage *or* TTC from home previously approved by the executive committee.
- (iii) If members travel together by car, mileage distance according to Google Maps shortest route (mileage rate as per applicable CRA rates) will be paid to the driver of the vehicle.

All expense claim forms must be submitted to the Secretary Treasurer for payment within the month they incurred. No expense submission shall be paid without good reason after the monthly deadline.

- (b) Delegates to affiliated Councils shall be appointed by the Executive Committee.
- (c) Except in the case of an extenuating circumstance, emergency or illness, any delegate unable to attend a convention or seminar must inform the President and Recording Secretary of their inability to attend prior to the refund deadline date of the event. Attending members are expected to fully participate for the entire duration of any Convention, Conference, Seminar and Educations. Failure to do so may result in the delegate having to reimburse the Local Union for any pre-paid costs incurred on their behalf.
- (d) Any member in need of accommodation or attendant care at a conference or seminar shall make the request known to the Local in advance. These will be dealt with on an individual basis.

SECTION 23 – STUDENT BURSARIES

CUPE Local 1328 will present six (6) student bursaries, based on merit, to children of CUPE Local 1328 members currently in their graduating year of high school who have accepted admittance to a post-secondary institute for the fall to pursue a course of study leading to a degree/diploma/certificate from the accredited University or a Community College of their choice. The six (6) bursaries will be \$800 each. There will be two (2) bursaries awarded for university bound students, two (2) bursaries awarded for College bound students and two (2) bursaries awarded to “students with special education needs” These bursaries are to be awarded annually.

SECTION 24 – COMMITTEES

Should any committee member fail to answer the roll call for three (3) consecutive meetings, the position may be declared vacant by the Executive and the same filled by an appointment by the Executive.

Committee members shall submit all meeting notes taken on behalf of the Local (this includes notes taken in meetings with members) on a monthly basis to the Recording Secretary for filing.

Committee members must give all properties, assets, funds, and all records of the Local Union to their successors at the end of their term of office.

(a) EXECUTIVE COMMITTEE

- (1) The Executive Committee shall administer and carry out all work delegated to it by the Local Union and receive, consider, and report all grievances made by members as submitted by the Grievance Committee. Grievances must, in all cases, be in writing on the forms provided by the Local, and signed by the complainant or complainants, as provided for in the Union agreement.
- (2) Any trials held under the provisions of these By-laws shall be carried out in accordance with the provisions of the CUPE Constitution, Appendix “F”.
- (3) If an Officer fails to attend three consecutive membership meetings or three consecutive executive meetings without good and sufficient reason, their office will be declared vacant and filled at the next meeting.

(Article B.2.5)

(b) BARGAINING COMMITTEES

- (1) The Bargaining Committee of each unit shall consist of the President and the number of members specified in the respective Collective Agreements and having regard for the recommendation of the Executive Committee. The various departments shall, whenever possible, be equitably represented, the qualifications of persons on the Bargaining Committee being borne in mind. In addition, the CUPE representative assigned to the Local, may be a non-voting member of the committee.
- (2) Prior to the expiry date of the Collective Agreement, the Bargaining Committee shall prepare a new proposed agreement. It shall be the duty of the Bargaining Committee to endeavor to affect a new agreement at the earliest possible date.
- (3) The Bargaining Committee shall be empowered to call meetings of the membership in order to report on and facilitate bargaining, including the ratification of collective agreements. Notice of such meetings shall be given in the most expeditious manner and every reasonable effort shall be made to inform all members.

(c) SPECIAL COMMITTEES

Special committees may be set up either by election at any meeting or by appointment by the President as directed by the meeting, and at least two (2) Executive officers shall sit on all special committee meetings.

(d) STANDING COMMITTEES

The following shall be the Standing Committees:

(1) GRIEVANCE COMMITTEE

The Grievance Committee shall consist of up to seven (7) members: the President, Vice-President/Grievance Officer, and five (5) members of the Steward Body one from each unit appointed by the Executive Committee by majority vote, whose duty it shall be to process all grievances not settled at the initial stages. All reports of this committee shall be submitted first to the Executive Committee as well as presented at General Membership Meetings. Copies of Grievance reports will be provided to the National Representative and to none other except as may be directed by the Executive Committee for the proper maintenance and functioning of this committee.

(2) SOCIAL COMMITTEE

Members shall be elected at the May General Membership Meeting. Elections shall be held every three years in May and the term of office shall be three (3) years.

This committee shall comprise not less than three (3) members. It shall be the duty of this committee to communicate with the sick and pay tribute in a death of a member or immediate family. It shall also be the duty of the committee to conduct all social and recreational functions. This committee shall appoint its own chairperson and secretary and shall report to the Executive Committee, then to the general membership and to none other except as may be directed by the committee.

The Social Committee will address the need for photography.

Upon the death of a member, a donation in the amount of (\$50) will be given to the charity of choice communicated by the family.

Retirement Gift – On an annual basis the Social Committee will determine a token of appreciation to be provided to all retirees with the maximum of \$30 per member.

(3) HEALTH AND SAFETY COMMITTEE

This committee shall consist of four (4) members and in meetings with the Board shall have representation from relevant work areas. No bargaining unit shall have more than two (2) members on this committee. This committee shall be responsible for insuring health and safety within the workplace and compliance with the Occupation Health and Safety Act. They shall meet six (6) times a year as per the Joint Occupational health and Safety Committee Guidelines. The Worker Co-chair (if from our Local) shall liaise with the Injured Workers/Return to Work chair to report on Health and Safety concerns and report to the executive and membership. As full-time officers are not paid by the Board, therefore they are not eligible to be one of the four members on this committee.

All reports of this committee shall be submitted first to the Executive Committee then to the General Membership Meeting and to none other except as may be directed by the Executive Committee for the proper maintenance and functioning of this committee.

(4) BY-LAWS COMMITTEE

Members shall be elected at the May General Membership Meeting. Beginning in 2024, elections shall be held every three years in May and the term of office shall be three (3) years. This committee shall be responsible for amending the by-laws as necessary. Such amendments shall be dealt with once annually. The committee shall consist of six (6) elected members, only one of which shall be an executive member.

All (annual) member By-Law submissions for proposed amendments shall be submitted to the Local President who shall then forward said submissions to all standing By-Law Committee members and the CUPE National Representative.

(5) INJURED WORKERS/RETURN TO WORK COMMITTEE

This committee shall consist of a chair and a member from each bargaining unit. If a member from a bargaining unit is not available, then the executive shall appoint someone to act in their place.

It shall be the duty of this committee to assist members in the Injured Workers/Return to Work/Accommodation/Modified Work processes. It shall report to the executive as well as to the membership.

It shall be the responsibility of the Local to provide and pay for all necessary training to enable union committee members to adequately perform their duties.

The chair shall liaise with the Worker Co-chair of the Joint Health and Safety Committee to report on shared concerns.

(6) HUMAN RIGHTS COMMITTEE

Members shall be elected at the May General Membership Meeting. Beginning in 2024, elections shall be held every three years in May and the term of office shall be three (3) years. The purpose of this committee is to advocate for the rights of all equity seeking groups such as: *Aboriginal and people of color, Workers with Disabilities, Young Workers, Women and LGBTQ2+, etc.*

The committee shall be comprised of five (5) elected members. The chair shall be elected by the five (5) elected members.

(7) COMMUNICATIONS COMMITTEE

This committee is responsible for newsletter / communications system / social media to meet members' needs for up to date information. All communications must be approved by the designated, member appointed by the executive before distribution (electronic or written).

The President in consultation with the executive committee will appoint up to a maximum of six (6) members to this committee as required.

SECTION 25 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are listed below. These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by the rules listed below, 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.

- (1) The President, or in the President's absence the Vice-President/Grievance Officer, shall take the chair at the time specified at all general and special meetings. In the absence of both the President and the Vice- President/Grievance Officer, the Recording Secretary shall act as chairperson.
- (2) The President shall state every question coming before the Local, and before allowing debate thereon and immediately before putting it to a vote, shall ask: "Are you ready for the question?" Should no member rise to speak and the local indicates readiness, the question shall then be put. After the President has risen, no member shall be permitted to speak upon the question.
- (3) A motion to be entertained by the presiding officer must be seconded, and the mover as well as the seconder must rise and be recognized by the chair.
- (4) 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.
- (5) On motion, the regular order of business may be suspended by a two thirds vote of those present

to deal with any urgent business.

- (6) 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.
- (7) At the request of any member and upon a majority vote of those present, a question may be divided when the sense will admit to it.
- (8) Any member having made a motion can withdraw it with consent of the seconder, but a motion once debated cannot be withdrawn except by a majority vote of those present.
- (9) When a member desires to speak on a question or offers a motion, the member shall rise and respectfully address the presiding officer but shall not proceed further until recognized by the chair except to state that the member rises to a point of order or on a question of privilege.
- (10) When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- (11) Every member while speaking shall adhere to the question under debate and avoid all personal, indecorous, or offensive language as well as any reflection on the local or any member thereof.
- (12) If a member while speaking is called to order, the member shall cease speaking until the point is determined when, if decided in order, the member may again proceed.
- (13) No sectarian discussion shall be permitted in the meeting at any time.
- (14) No member, except the chairperson of a committee or the mover or seconder of a resolution, shall speak more than five (5) minutes at any one time or more than once on the same question until all members wishing to speak have had an opportunity to do so, then the member may be allowed, by permission of the chair, to speak a second time.
- (15) The President shall take no part in debate while presiding but may yield the chair to the Vice-president/Grievance Officer 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 questions. In case of a tie, the presiding officer may give a casting vote, or if chosen, refrain from voting, in which case the motion does not prevail, and the decision is in the negative. This does not apply to elections.
- (17) When a question has been put, no motion shall be in order except: (a) to adjourn; (b) the previous question; (c) to lay on the table; (d) to postpone for a definite period of time; (e) to refer; (f) to divide or amend, which motion shall have precedence in the order named. The first three 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 put now"? If it is adopted, the presiding officer 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: (a) when a member has the floor, and (b) when members are voting.
- (20) A motion to adjourn, having been put and lost, shall not be in order again until fifteen (15) minutes have elapsed if there is further business before the local.
- (21) Before the presiding officer declares the vote on a question, or after a vote has been declared lost or carried by acclamation, 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 Treasurer shall count same.
- (22) If any member shall feel personally aggrieved by the decision of the chair, the member may appeal to the local from such decision.
- (23) When the decision of the presiding officer is appealed, the officer shall state the officer's decision and the reasons therefore from the chair. The party appealing shall state briefly the reason for the appeal after which, without further debate, the question shall be put thus: "Shall the decision of the chair stand"? It shall require a majority vote to sustain such appeal.
- (24) All business done in the local shall be strictly secret to all outside the local.
- (25) In all matters not regulated by these rules of order, Bourinot's Rule of Order shall govern.

SECTION 26 – PROPERTY OF THE LOCAL

The Executive officers shall not hold title to any real estate of the Local. They shall have no right to sell, convey or encumber any real estate. If property is purchased, it shall be in the name of CUPE Local 1328, and the current signing authorities shall sign on behalf of the Local.

SECTION 27 – CONTRACTUAL EXPENSES

Any and all Information Technology (I.T) services/requests/assistance/support, etc. may be outsourced to a third party that shall be voted upon by the Executive Committee with final approval of the membership in accordance with section 19.

SECTION 28 – AMENDMENTS AND ALTERATIONS

(a) CUPE Constitution

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

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

(b) Additional Bylaws

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 two-thirds majority vote at a regular membership meeting or at a special membership meeting called for that purpose;
- (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; and
- (iv) when notice is provided, members will be informed how they may access the proposals by electronic means.

(Articles 13.3 and B.5.1)

(c) Effective Date of Amended or Additional Bylaws

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.

(Articles 13.3 and B.5.1)

APPENDIX A

CODE OF CONDUCT

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

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

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE Local 1328, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

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

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

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.

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

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

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

2021 CUPE Constitution

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