

# **N. S. HIGHWAY WORKERS UNION**

## **LOCAL 1867 - C.U.P.E. BY - LAWS**

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## **PREAMBLE**

In order to improve the social and economic welfare of it's members without regard to sex, colour, race, or creed, to promote efficiency in public employment and to manifest it's belief in the value of the unity of organized labour, the following By-Laws are adopted by Local 1867, pursuant to (and a supplement to) Appendix 'B' of the CUPE Constitution.

It is the objective of this Local and it's Executive, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities of the Local to:

1. secure adequate remuneration for work performed
2. support CUPE in reaching the goals set out in the Constitution through free democratic trade unionism
3. to encourage the settlement by negotiation and mediation of all disputes between the members and their employer
4. protect the personal dignity of all it's members
5. preserve the important human values of society

## **ARTICLE 1 - NAME AND JURISDICTION**

- 1.01 **Name** - This organization, chartered by the Canadian Union of Public Employees, shall be known as the Canadian Union of Public Employees, Local 1867, and shall be subject to the National Constitution.
- 1.02 **Jurisdiction** - This Local shall have jurisdiction as bargaining agent for all hourly rated employees of the Nova Scotia Department of Transportation and Public Works, in the Province of Nova Scotia, as per the terms of the Collective Agreement

## **ARTICLE 2 - OBJECTIVES AND AIMS**

- 2.01 **Brotherhood** - The objective of this Local shall be to promote brotherhood among Union members.
- 2.02 **Co-ordinate** - To co-ordinate, supervise and administer by all proper means the material, social and intellectual welfare of the Union members.

- 2.03 **Organize** - To organize and seek certification as a bargaining agent for all those departments and components thereof designated to the Local.
- 2.04 **Negotiate** - To negotiate a Province-wide Collective Agreement with the Nova Scotia Department of Transportation and Public Works, and to co-ordinate a collective bargaining program.
- 2.05 **Grievances** - To assist in processing grievances.
- 2.06 **Stewardship** - To establish and maintain honest and sincere stewardship on behalf of the members of the Local.

**ARTICLE 3 – DEFINITIONS**

- 3.00 For the purpose of clarification, it is understood that whenever the singular or masculine is used in these by-laws, it shall be considered as if the plural or feminine has been used, where the context so requires.
- 3.01 "National" - shall mean the Canadian Union of Public Employees, with headquarters located in the city of Ottawa, Ontario.
- 3.02 "Constitution" - shall mean the National Constitution.
- 3.03 "Local" - shall mean the Canadian Union of Public Employees, Local 1867.
- 3.04 "By-Laws" - shall mean the regulations governing the Local.
- 3.05 "Annual Meeting" - shall mean the Annual Delegate Membership Meeting, held on or before June 1st.
- 3.06 "Units" - shall mean the areas represented by the following geographical outline:

Unit 1	Inverness County
Unit 2	Victoria County
Unit 3	Cape Breton County
Unit 4	Inverness South and Richmond County

Unit 5	Antigonish and Guysborough Counties
Unit 6	Pictou County
Unit 7	Hants County
Unit 8	Colchester County
Unit 9	Cumberland County
Unit 10	Halifax County (Suburban)
Unit 11	Halifax County (East)
Unit 12	Kings County
Unit 13	Annapolis County
Unit 14	Digby County
Unit 15	Yarmouth County
Unit 16	Shelburne County
Unit 17	Lunenburg County
Unit 18	Queens County

3.07 "Regulations" - shall mean the regulations governing the Units, and shall form part of the By-Laws.

3.08 "C.U.P.E." - shall mean the Canadian Union of Public Employees

#### **ARTICLE 4 - EXECUTIVE BOARD AND EXECUTIVE COMMITTEE**

4.01(a) **Composition** - The Executive Board of the Local shall be composed of the President, First Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-At-Arms, and a delegate as designated by each Unit.

(b) **Executive Committee** - The President, First Vice-President, Secretary-Treasurer, Recording Secretary and Sergeant-At-Arms shall form the Executive Committee.

4.02 **Duties** - The Executive Board shall administer and carry out the affairs of the Local between delegate meetings.

4.03 **Meetings** - The Executive Board shall meet four times between Annual

Meetings. Additional meetings may be scheduled by the Executive Board, as is necessary to properly carry out the affairs of the Local. The Executive Committee meets monthly to carry out routine administration of the affairs of the Local between full meetings of the Executive Board provided, however, that no new policies may be initiated by the Executive Committee.

- 4.04 **Special Meetings** - Special meetings of the Executive Board may be called by the President, or must be called upon the written request of at least five (5) members of the Executive Board or by at least five (5) Units.
- 4.05 **Quorum** - A quorum shall consist of 66% of the members of the Board at any regular or special meeting.
- 4.06 **Report and Attendance Record** - The Executive Board shall table a report of its activities at the Annual Meeting and the record of attendance at Executive Board Meetings of each Executive Board member.
- 4.07 **Executive Board Voting** - Only one vote per Unit is allowed at an Executive Board meeting. In the event that there are two or more Executive Board members from the same Unit, only one member will be nominated by that Unit as the voting delegate, with an alternate. In other words, there will be only one vote per Unit, regardless of the number of delegates on the Executive Board.

## **ARTICLE 5 - ELECTION OF OFFICERS**

- 5.01 Elections and terms - The President and Secretary-Treasurer shall be elected for a two-year (2-year) term, alternating with the President first; the Recording Secretary, First Vice-President and Sergeant-At-Arms shall be elected for a period of one (1) year by simple majority vote at the Annual Delegate Membership Meeting.
- 5.02 Each Unit shall name a delegate, at a meeting held by the Unit prior to the Annual Delegate Membership Meeting in each year. This member will be the President as elected, unless otherwise directed by the Unit.
- 5.03 Trustees - shall be elected by simple majority at the Annual Delegate Meeting. Initially, the Trustee receiving the largest number of votes shall be elected for three (3) years, the Trustee receiving the second largest vote shall be elected for two (2) years, and the Trustee receiving the third largest number of votes shall be elected for one (1)

year. Subsequently, one (1) Trustee shall retire each election year as the term for which such Trustee was elected expires, and succeeding Trustees shall be elected for three (3) years. The retiring Trustee shall be eligible for re-election.

- 5.04 Members not in Attendance - No nomination shall be accepted unless the member or accredited delegate is in attendance at the Annual Meeting, or unless such member or accredited delegate has submitted his intention to stand for office of his choice, in writing, witnessed by another member and has been accepted by motion at the Annual Delegate Membership Meeting.
- 5.04(a) Each nominee running for office shall have a set time (determined by the Chairperson running the elections) to speak at the mike if they wish to do so before election of each office.
- 5.05 Voting Procedure - All elections shall be held by secret ballot, and in accordance with the National Constitution.
- 5.06 Assume Office - The elected officers shall take office immediately after being elected and sworn into office. Elected officers not in attendance shall be sworn in at an Executive Board Meeting.
- 5.07(a) Vacancy - If a vacancy occurs during a term of office, the Executive Board shall elect a replacement at their next regular or special meeting until the next Annual Meeting, when an election shall be held to fill the vacancy.
- (b) The vacancy of the office of President shall be replaced by the First Vice-President without an Executive Board election until the next Annual Delegate Membership Meeting. Any officer who fails to answer roll call for three (3) consecutive membership meetings or three (3) consecutive executive meetings without having just cause, his office shall be declared vacant. (Lay-off shall not constitute a vacancy).
- (c) In the event a Unit President takes a job outside of the Local, he/she would be required to resign only if he/she is awarded a permanent position or a temporary position of a duration of more than 45 days.

## **ARTICLE 6 - DUTIES OF OFFICERS**

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

All Signing Officers of Local 1867 shall be bonded through the most bond held by CUPE National. Any officer who cannot qualify for the bond shall be disqualified from having signing authority.

- 6.01 **President** - The President shall preside at all meetings of the Local and Executive Board, preserve order and decorum and enforce the Constitution and By-Laws. He shall be the spokesman for all delegations representing the Local, unless some other member is appointed by the Executive Board. He shall be a signing officer of the Local and an ex-officio of all Committees of the Local.
- 6.02 **First Vice-President** - The First Vice-President shall assist the President, and in the absence of the President, he shall discharge the duties of the President. In the absence of the President or Secretary-Treasurer, he shall be one of the signing officers for disbursement of funds. On the request of the President, the First Vice-President shall act in the absence of either the Recording Secretary or Secretary-Treasurer.
- 6.03 **Secretary-Treasurer** - The Secretary-Treasurer shall be responsible for the maintenance of correct and proper accounts of the Local. He shall receive all affiliation fees of the Local in such bank or credit union as directed by the Executive Board. The Secretary-Treasurer, the President and First Vice-President shall be properly bonded with a faithful performance of duty bond, which shall not be less than Twenty-Five Thousand Dollars (\$25,000.00), through the master bond held by the National.

The Secretary-Treasurer shall make a financial report to the Executive Board quarterly. It shall be the duty of the Secretary-Treasurer to keep on file all receipts for all expenditures approved by him during the year. The Secretary-Treasurer shall submit his books and records half-yearly to the Trustees for audit and shall furnish the Trustees with a letter from the bank and/or credit union where the funds of the Local are deposited, attesting to the amount to the credit of the Local at such bank. The Secretary-Treasurer shall forward to the National Secretary-Treasurer on the official monthly report form provided, not later than the 15th day of each month, all financial obligations owing to the National. Also, the Secretary-Treasurer shall forward all financial obligations to affiliated bodies as instructed by the Local. Any Secretary-Treasurer who cannot qualify for a bond shall immediately be disqualified from this office and the Local or Executive Board shall proceed with the election of another Secretary-Treasurer.



- 6.04 **Recording Secretary** - The Recording Secretary shall be responsible for a correct, full and impartial record of the proceedings of all meetings of the Local and Executive Board. He shall read the same at next appropriate meeting for approval. He shall refer all correspondence to the Executive Board and read such as requested. He shall receive and issue all correspondence of the Local, except that of a monetary nature.
- 6.05 **Sergeant-At-Arms** - The Sergeant-At-Arms shall be required to ensure the security of all Executive Committee and Executive Board meetings of the Local.
- 6.06 **Trustees** - The Trustees shall examine the books and records of the Secretary-Treasurer and inspect or examine all properties, bonds and other assets of the Local at least half-yearly or every six months, and shall report to the next regular meeting of the Executive Board following the end of each half-year on the condition of the funds and accounts, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information as they may deem necessary to the efficient and honest administration of the Local. They shall submit a copy of such report to the National Secretary-Treasurer. The Trustees shall make a report to the Local at the Annual Meeting.

### **ARTICLE 7 - SIGNING OFFICERS**

- 7.01 All expenditures must be paid by cheque signed by the Secretary-Treasurer and the President or Vice-President.

### **ARTICLE 8 - STANDING AND SPECIAL COMMITTEE DUTIES**

- 8.01 **Standing Committees** - The Local shall have the following Committees made up of Executive Board Members. All Committees shall meet at least once annually.
- 1) Ways and Means
  - 2) By-Laws and Resolutions
  - 3) Education
  - 4) Labour-Management
  - 5) Negotiations
  - 6) Human Rights
  - 7) Health and Safety
  - 8) Benefits Committee

- 8.02 **Ways and Means Committee** - This Committee shall consider the financial standing of the Local and make recommendations to the Annual Meeting on a projected budget for the Executive Board and upon any extra expenditures not otherwise provided for. They shall also report on any redistribution of per capita tax.
- 8.03 **By-Laws and Resolutions Committee** - The Resolutions Committee shall consider all resolutions properly submitted by members of the Local through their Units. By-laws and Resolution changes must be moved and seconded at a Unit meeting and signed off by the Unit President before being submitted. It shall deal with all resolutions and report to the Annual Meeting. Resolutions dealing with matters for which standing committees are established shall be forwarded to the appropriate committee and report to the Annual Meeting.
- 8.04(a) **By-Laws and Resolutions Committee** - This Committee shall consider all proposed amendments to the By-Laws and shall submit its report to the Annual Meeting. This Committee shall also recommend such additional rules for the conduct of the Local deemed necessary.
- (b) All Units proposing changes in the By-Laws shall submit same to the By-Laws Committee forty-five (45) days prior to the regular Annual Meeting of Local 1867.
- (c) It shall be the duty of this Committee to have all proposed changes to the By-Laws in the hands of the Units at least one month prior to the Annual Meeting.
- 8.05 **Education Committee** - This Committee shall be responsible for the development of a continuous union education program for all members of the Local, and shall recommend such action as it deems necessary to the Executive Board of the Local. This Committee shall work closely and in co-operation with the Regional Education Representative of the National in developing such a program.
- 8.06 **Labour-Management Committee** - The Labour-Management Committee shall consist of five (5) members. Their duties shall be to protect the rights of the Local Union members. They shall work in close co-operation with the Executive Board and representatives of the Canadian Union of Public Employees. They shall receive copies of all correspondence relating to the activities of the Local Union which may affect the Committee. The Executive Board must be represented on the Labour-Management Committee

- 8.07 **Negotiations Committee** - The Negotiations Committee shall be responsible for all negotiations with the Employer affecting the Collective Agreement or amendments thereto. It shall consist of the President, or his/her designate, the Secretary-Treasurer and additional members, **elected** by the Executive Board. This Committee may remain in power until a Collective Agreement is signed.
- 8.08 **Human Rights Committee** - The Human Rights Committee shall promote fair and effective enforcement of human rights in the workplace and beyond. In doing this, the Committee recognizes that some members of the Human Family, more than others, have been and continue to be victimized by racism and discrimination.
- This Committee shall be responsible for the development of continuous education for all members of the Local, and shall recommend such action as it deems necessary to the Executive of the Local.
- 8.09 **Occupational Health Safety and Environment Committee** – The OHS&E Committee shall consist of five (5) members. Their duties shall be to deal with safety issues concerning the Local Union members; if the issue cannot be resolved at the Local JOHS&E Committee level in each unit the committee shall work in co-operation with the Employer and the OHS&E Management Team to deal with these issues.
- 8.10 **All Standing Committees** - All Standing Committees shall consist of not more than five (5) members and shall be appointed by the Executive Committee, unless otherwise provided for in Articles 8.02 to 8.07 inclusive. Such appointments shall be approved by the Executive Board before they become effective. Each Committee shall elect one of its members as Chairperson. Each Chairperson may appoint a committee member to act as Secretary.
- 8.11 **Members of Executive Board** - Each Standing Committee and Special Committee shall have a member of the Executive Board as a member. Besides assuming the regular duties of a committee member, it shall be his responsibility to co-ordinate the Committee's activities with the Executive Board.
- 8.12 **Members of Committees and Expenditures** - The Chairperson of each Committee shall be responsible for the calling of meetings. Any expenditure required for the calling of such meetings or other expenditures required to be made by any committee shall be authorized by the Executive Board.

- 8.13 **Special Committees** - The Executive Board may elect or appoint Special Committees.
- 8.14 **Report to Membership** - Each Standing and Special Committee shall make a report to the Annual Meeting and, on request, to the Executive Board.
- 8.15 **Members in Good Standing** - All Committee members shall be members in good standing of Local 1867.
- 8.16 **Benefit Committee** - Shall meet on any proposed change of any benefit received by the Local and report to the Executive Board prior to the implementation of any change or additional benefit.

### **ARTICLE 9 - ANNUAL AND SPECIAL MEMBERSHIP MEETINGS**

- 9.01 **Annual Delegate Meeting** - The Annual Delegate Meeting of the Local shall be held no later than the first of June on a date determined by the Executive Board.
- 9.02 **Delegate Representation** - Representation to the Annual Delegate Membership Meeting shall be:
- (1) All officers of the Executive Board shall be delegates, as per Article 4.02; and the Trustees,
- (2) Total delegates shall not exceed a maximum of six (6) or a minimum of three (3) per Unit. The number being set at the Fall Board Meeting.
- (3) Executive Committee members and Trustees would be automatic delegates and would not be included in total.
- 9.03(a) **Election of Delegates (Units)** - The delegates from Units shall be elected at the regular membership meeting in each Unit prior to the month of May in each year. The Recording Secretary of each Unit shall register the names of their respective delegates in writing with the Recording Secretary of the Local, not later than the 15<sup>th</sup> of April. Each Unit shall have a minimum of two alternates who may attend in place of elected delegates who are not able to attend.
- (b) **Provincial Field Outfits** will be represented by a member elected as shop steward of each field outfit, so that member will be present at

Annual Meetings, to relay problems, such as bargaining, and other problems relating to their jobs (ref. Resolution #10, passed Ann. Mtg. 5/7/88).

- 9.04(a) **Resolutions** - Any member wishing to present Resolutions or propose changes at the Annual Delegate Meeting shall have same approved by his Unit and such Resolutions or proposed changes shall be forwarded to the Recording Secretary of the Local forty-five (45) days prior to the Annual Delegate Meeting.
- (b) **Emergency Resolutions** - Emergency resolutions submitted contrary to the above provision, shall be submitted in writing to Local 1867's office at least two (2) days before the Annual Meeting. These emergency resolutions can only be dealt with by the Annual Meeting on two-thirds majority consent of the delegates at the Annual Meeting, but such Resolutions shall only be dealt with after all regularly submitted Resolutions have been dealt with.
- 9.05 **Rules and Order of Business** - The Order of Business in the National Constitution shall be the order of business of Annual Meetings, subject to additions as they become necessary.
- 9.06 **Special Delegate Meetings** - Special Delegate Meetings may be called by the President, the Executive Board, or on written request of nine (9) Units. Fifteen (15) days notice shall be given prior to the calling of any special meeting.

## **ARTICLE 10 - REVENUE AND EXPENSES**

- 10.01 **Budget** - The Ways and Means Committee shall prepare and present a budget to the Annual Meeting of the Local and when approved by the meeting shall become the financial guidelines of the Executive Board in administering the affairs of the Local between Annual Delegate Membership Meetings.
- 10.02(a) The Executive Committee (Table Officers) of the Local shall have the authority to spend up to a maximum of Two Thousand (\$2,000.00) without the approval of the full Executive Board.
- (b) **Authorization of Expenditures** - All expenditures in excess of Two thousand Dollars (\$2,000.00) shall be authorized by the Executive Board prior to the Secretary-Treasurer making such payments. Any payment made by the Secretary-Treasurer shall only be made when properly billed and receipted.

10.03 **Payment of Expenses.**

- (a) Meals as per the following rates – Breakfast - \$15.00; Lunch - \$20.00; Dinner - \$25.00; lodgings, \$130.00/night, (before taxes), with receipt, travel allowance for members of the Executive Board and Committees will be set at the Government rate, on Saturday and Sunday a per diem of \$30.00 in lieu of lost wages, road tolls, bridge tolls and parking fees will be paid by the Local [with receipt].

Lodging will be paid only to those members claiming mileage in excess of 70 km. (42 mi.) one way, unless there are extenuating circumstances. On working days, wages at the rate the employee would earn if he were working at his regular employment.

On Saturday or Sunday, the member will obtain a cash allowance of \$30.00 per day in lieu of wages, but in no event will he be allowed to claim overtime rates, even though he may have been working if not at the meeting. Travel allowance for members of the Executive Board will be set at the Department Rate.

**Note:** When the members are requested to be away from home on union business and have to be available the following day, the choice of obtaining lodging or travel shall be their own. When the cost of travelling exceeds the cost of lodging (maximum 130.00 + taxes) the lesser amount will be paid.

- (b) Rates for delegates to attend conventions or other delegate meetings will be set by the Executive Board from year to year.
- (c) Unit President's will be given a monthly cell phone allowance of \$35.00 to pay for additional cell phone usage for Union business upon submitting a bill.

10.03(2) Delegates - Rates for delegates to conventions or other delegate meetings will be set by the Executive Board from year to year.

10.03(3) All tolls, bridge and road tolls, plus parking fees will be paid by the Local.

**NOTE:** The President and/or any member of the Local who is designated by the President to assume union duties during or after his regular working hours shall be paid wages as determined by the Executive Board.

10.04(a) **Honoraria** - The President shall receive an honorarium of \$200.00 per month, and the Secretary-Treasurer shall receive an honorarium of

\$150.00 per month. These honoraria payments shall be made at the end of each month served. In the absence of the President, or the Secretary-Treasurer, the person "acting" on their behalf shall be paid the honorarium for the time period served.

- (b) The President, Vice-President, Sgt-at-Arms, Secretary-Treasurer and Recording Secretary of each Unit shall receive a yearly honorarium (or a percentage thereof, depending upon length of service). President \$240.00, Vice-President, Sgt-at-Arms, Secretary Treasurer and Recording Secretary \$120.00 per annum, payable on or about March 31st of each year.

#### 10.05 **Rebate to Units**

The following items shall be deemed to be expenditures of the Unit [before taxes]:

- a) Hall rental and Miscellaneous - to a maximum of \$150.00 per meeting;
- b) Flowers or gift, to a maximum of \$50.00, in the event of serious illness of an active member.
- c) Flowers or gift to a maximum of \$50.00 in the event of death of a member's, spouse, child, common law spouse, parent, brother, sister or same sex partner and former retired member.
- d) Any postage, stationery, or photocopying with receipt/bill.
- e) Miscellaneous expenditures up to a maximum of \$50.00 and approved by the Unit's signing officers.
- f) Donations to charities up to a maximum of \$100.00 per year, per Unit must be approved by the Provincial Secretary-Treasurer before donations are made.

Note:

- 1. Rebates to Units will be on a petty cash system based on \$500.00. When the Unit has expended \$250.00 or more from the petty cash allotment, the Treasurer will send an itemized list of expenditures, along with all bills and receipts for the said expenditures, to the Secretary Treasurer of Local 1867, who in turn will promptly reimburse the bank account of the Unit in the amount for which receipts have been received, and so from time to time.
- 2. Commemorative plaques for retirees will be purchased and held at the Local's office. Upon retirement, or death of an active member, a one time \$250.00 cheque and plaque will be requested by the Unit President from the Local's office.
- 3. In addition to the above, Units may apply to the Executive Committee for a reasonable amount of money for some proposed

extraordinary expenditure. If the Executive Committee finds it expedient, in light of the funds of the Local, then the Executive Committee may allot a sum as it deems appropriate for the proposed expenditure.

- 10.06 The Executive Board may hire full time secretarial or clerical help and may determine the duties and conditions of employment of such employees. The Executive Board may, from time to time, hire part-time professional or technical help to properly carry out the business of the Local. Such expenditure will be reported by the Trustees to the Annual Meeting. Whenever full-time employees are hired by the Executive Board, the Local recognizes that approved conditions of employment and wages can be subject to collective bargaining if the employee(s) so concerned desire(s) to join a bona fide trade union of their choice.
- 10.07 **Scholarship Funding** - Six Thousand Dollars (\$6,000.00) per year to be allocated for Education Award funding [subject to recommendations of the Education Committee]. The increase of one thousand dollars (\$1,000) to be allocated for a memorial award in the name of Gareth Drinnan.

## **ARTICLE 11 - RATIFICATION OF COLLECTIVE AGREEMENT**

- 11.01 a) **Notification and Proposals** - Nine months prior to the expiry date of the Collective Agreement, the Executive Committee shall notify all Units to forward any proposed changes for a new Collective Agreement. The Units shall submit such proposed changes to the Negotiating Committee within sixty (60) days after such notification. It shall be the duty of the Negotiating Committee to prepare the proposals for the Local and to commence negotiations at the earliest possible date. After the proposals have been submitted to Management, a copy of the union's proposals will be forwarded to the Executive Board.
- b) Units will receive an information update from each set of negotiating meetings (a set being the amount of meetings held during a week).
- 11.02 **Contract Settlements** - When the Union contract has been tentatively settled by the Negotiating Committee, the following procedure will take place:
- 1) Notice must be received by all Unit Presidents and other Executive Officers for an Executive Board meeting to be held at a time designated by the Committee. At this meeting the tentative



- contract will be explained to the Board.
- 2) Unit meetings will be called following the meeting of the Executive Board.
  - 3) At each meeting, the tentative contract will be explained.
  - 4) An information package and postage paid ballot will be mailed to each member. The vote shall be conducted by mail-in vote, with specific time frame set by the Negotiating Committee.

11.03 **Ratification of Agreement** - All ballots will be delivered by regular mail to the Local's office, where ballots shall be date stamped and stored unopened in a locked cabinet until counted by the Local's Trustees and a representative of the Canadian Union of Public Employees. A majority of "50% plus 1" of the non-spoiled ballots cast will be required for ratification of the agreement.

### **ARTICLE 12 - RULES AND ORDER OF BUSINESS**

12.01 **Rules and Order of Business** - In all matters of rules and order of business not regulated by these By-Laws, Bourinot's Rules of Order shall govern.

### **ARTICLE 13 - STAFF REPRESENTATIVES**

13.01 **Staff Representatives** - C.U.P.E. National Staff Representatives may attend meetings of the Local and Executive Board, with voice, but without vote.

### **ARTICLE 14 - SPECIAL MEMBERSHIP**

14.01 **Special Membership** - The Union may grant membership, such as lifetime membership, for retiring members, whether they be retiring to accept other employment or retiring because of age or ill health.

### **ARTICLE 15 - NATIONAL CONSTITUTION**

15.01 **National Constitution** - Nothing in these By-Laws shall conflict with the National Constitution and in all matters arising, not governed by these By-Laws, Appendix "B" to the National Constitution shall apply.

### **ARTICLE 16 - REVENUE**

16.01(a) **Revenue** - The revenue of the Local shall be obtained by the following means: A dues deduction from the pay of each employee, based on a percentage factor of 1.5%.

- (b) The above amount shall only be changed by the Annual Delegate Meeting.

### **ARTICLE 17 - AMENDMENTS TO THE BY-LAWS**

- 17.01 Amendments to the By-Laws - The By-Laws of the Local may be changed by a two-thirds majority vote at any Special or Annual Delegate Meeting if proper notice of amendment is forwarded to the Executive Board in writing, and providing it does not conflict with the Constitution of the Canadian Union of Public Employees. These By-Laws and any amendments shall become effective only after the approval of the National President of the Canadian Union of Public Employees has been received.

### **SCHEDULE "A"** **REGULATIONS GOVERNING UNITS, AS PER ARTICLE 3.07 OF** **LOCAL BY-LAWS**

1. All Units shall have the following officers: President, Vice-President, Secretary-Treasurer, Recording Secretary and Sergeant-At-Arms.
2. Each Unit shall have an Executive Committee, consisting of its President, Vice-President, Secretary-Treasurer, Recording Secretary, Chief Shop Steward, and Sergeant-At-Arms.
3. All officers of the Unit shall be elected by a simple majority vote cast at the regular monthly meeting prior to May 1st of each year.
3. (a) The President of each Unit will be elected for a two-year term (ref. Pg. 2, Art. 3.06). Odd number Units effective 1991; even number Units effective 1992.
4. If an officer fails to attend three consecutive meetings or three consecutive Executive Meetings without having good and sufficient reason, their office will be declared vacant and filled at the next meeting.
5. Any other vacancies or resignations should be filled at the next regular monthly meeting or the Unit.
6. Every unit shall have a minimum of four (4) annual membership meetings of the members of the Local in the area. Notice of meetings with the particulars must be posted on bulletin boards and sent to the

Union Office.

7. The duties of the officers shall be the same as in the National Constitution, except it shall file its reports with the Executive Board of the Local.
8. The Secretary-Treasurer of each Unit shall submit a signed report of the finances of the Unit, and of expenditures, to the Secretary-Treasurer quarterly.
9. Every Unit shall have a grievance committee made up of elected shop stewards, one of whom shall be elected by the stewards as Chief Shop Steward. No grievance committee of any Unit shall be made up of less than three stewards.
10. Every Unit shall organize a Labour-Management Committee to deal with complaints and with matters that are not negotiated.
11. All matters not covered in these regulations shall be governed by the By-Laws of the Local, or the National Constitution.
12. A quorum in a Unit meeting shall consist of 5% of the Unit's membership.
13. Unit members shall have attended at least 50% of the Unit monthly membership meetings, when they are actively engaged in the Unit, before they can attend an Annual Delegate Meeting, unless there is good and sufficient cause.