

N. S. HIGHWAY WORKERS UNION

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

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TABLE OF CONTENTS

ARTICLE NUMBER	TITLE	PAGE NUMBER
	PREAMBLE	3
1	NAME AND JURISDICTION	3
2	OBJECTIVES AND AIMS	4
3	DEFINITIONS	4
4	EXECUTIVE BOARD AND EXECUTIVE COMMITTEE	5
5	ELECTION OF OFFICERS	6
6	DUTIES OF OFFICERS	8
7	SIGNING OFFICERS	11
8	STANDING AND SPECIAL COMMITTEES	11
9	ANNUAL AND SPECIAL MEMBERSHIP MEETINGS	14
10	REVENUE AND EXPENSES	15
11	RATIFICATION OF COLLECTIVE AGREEMENT	18
12	RULES AND ORDER OF BUSINESS	19
13	STAFF REPRESENTATIVES	19
14	SPECIAL MEMBERSHIP	19
15	NATIONAL CONSTITUTION	19
16	REVENUE	20
17	AMENDMENTS TO THE BY-LAWS	20
APPENDIX "A"	REGULATIONS GOVERNING UNITS	20
APPENDIX "B"	CODE OF CONDUCT	21

PREAMBLE

In order to improve the social and economic welfare of its members without regard to sex, colour, race, or creed, to promote efficiency in public employment and to manifest its 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 its 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
- 1.03 Members who temporarily leave the Local 1867 Bargaining Unit to work in another Bargaining Units position with the same Employer no longer remains employed in the jurisdiction of the Charter for Local 1867 and therefore cannot attend Local 1867 meetings and cannot have voice or vote until they return to the jurisdiction of Local 1867.

ARTICLE 2 - OBJECTIVES AND AIMS

- 2.01 **Solidarity** - The objective of this Local shall be to promote solidarity 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

- 3.01 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.
- 3.02 "National" - shall mean the Canadian Union of Public Employees, with headquarters located in the city of Ottawa, Ontario.
- 3.03 "Constitution" - shall mean the National Constitution.
- 3.04 "Local" - shall mean the Canadian Union of Public Employees, Local 1867.
- 3.05 "By-Laws" - shall mean the regulations governing the Local.
- 3.06 "Annual Meeting" - shall mean the Annual Delegate Membership Meeting, held on or before June 1st.
- 3.07 "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

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

3.09 "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, 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 three 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(a) Elections and terms - The President and Secretary-Treasurer shall be elected for a two-year (2-year) term, alternating with the President first; the First Vice-President, Recording Secretary and Sergeant-At-Arms shall be elected for a period of one (1) year by simple majority vote at the Annual Delegate Membership Meeting.

- (b) In the event of a tie vote, a second ballot will be taken. In the event the tie vote persists, the names will be placed in a "hat" and the name drawn shall be declared elected.
- 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(a) 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 their choice, in writing, witnessed by another member and has been accepted by motion at the Annual Delegate Membership Meeting.
- (b) Each nominee running for office shall have a set time (determined by the Chairperson running the elections) to speak at the mic 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, their 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, they would be required to resign only if they are 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 master 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. The President shall be the spokesperson for all delegations representing the Local, unless some other member is appointed by the Executive Board. They 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, they shall discharge the duties of the President. In the absence of the President or Secretary-Treasurer, they 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 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. They shall receive all affiliation fees of the Local in such bank or credit union as directed by the Executive Board. Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by CUPE

Constitution, Local Union by-laws, or vote of the membership. 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. and make a written financial report to each annual membership meeting, detailing all income and expenditures for the period. The Secretary-Treasurer shall submit their 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.

accounts of the Local. They 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 them during the year. The Secretary-Treasurer shall submit their 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. They shall read the same at next appropriate meeting for approval. They shall refer all correspondence to the Executive Board and read such as requested. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- 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 and the Fall Board Meeting.

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

Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:

- i. Completed Trustee Audit Program
- ii. Completed Trustees' Report
- iii. Secretary-Treasurer Report to the Trustees
- iv. Recommendations made to the President and Secretary-Treasurer of the Local Union
- v. Secretary-Treasurer's response to recommendations
- vi. Concerns that have not been addressed by the Local Union Executive Board

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. (Note: see also 8.16). 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) Diversity/Human Rights
- 7) Health and Safety
- 8) Women's 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 providing recommendation of acceptance or non-acceptance with explanation. 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 their designate, the Secretary-Treasurer and additional members, elected by the Executive Board. This Committee may remain in power until a Collective Agreement is signed.

The National Representative assigned to the local shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

8.08 **Diversity/Human Rights Committee** - The Diversity/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.

Advocate a safe and healthy work environment, to ensure the physical and psychological health and safety of all members in accordance with occupational health & safety legislation.

- 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 their 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 **Women's Committee** - Members of the Committee will be appointed through the application process. A member may be a member of the Executive Board, a member of a Unit Executive or a member at large who identifies as a woman. The Committee will be appointed for a two (2-year) term.

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 at the Fall Board meeting. Notice of the date, time and location will be sent to the Units prior to January 31st.
- 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.
 - (4) Quorum for the Annual General Meeting (AGM) shall consist of 66% of the delegate members.
- 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 15th 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.
- 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(1) **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. Members who stay overnight with a friend or relative and do not require hotel may claim \$40.00 per day in lieu of the hotel room charges. 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 they were working at their 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 they be allowed to claim overtime rates, even though they 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 their regular working hours shall be paid wages as determined by the Executive Board.

10.04(a) **Monthly Honoraria** - The President shall receive an honorarium of \$200.00 per month, the Secretary-Treasurer shall receive an honorarium of \$150.00 per month, the Vice-President, Recording Secretary and Sergeant-at-Arms shall receive an honorarium of \$120.00 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** - Nine Thousand Dollars (\$9,000.00) per year to be allocated for Education Award funding [subject to recommendations of the Education Committee].

- One thousand dollars (\$1,000) – Gareth Drinnan Award
- One thousand dollars (\$1,000) – Dan Morrison Award
- One thousand dollars (\$1,000) – Gerald Moser Award
- and six (6) one thousand dollars (\$1,000) awards.

When the total funding has not been awarded through the application process, the remaining funding may be divided among the successful applicants. (Subject to recommendations of the Education Committee.)

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. More than 50% of the non-spoiled ballots cast will be required for ratification of the agreement.

In the event of postal strike/interruption of service an alternative method of ratification will be determined by the Executive Committee in consultation with the Bargaining Committee.

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.

APPENDIX "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. 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.
- (b) The Secretary-Treasurer of each Unit will be elected for a two-year term, alternating with the Unit President.
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 elect labour Management Committee members.
10. Every Unit shall elect members and alternates for their workplace Health & Safety Committee when required as per the JOSH Committees Rules of Procedure.
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.

APPENDIX "B" **CODE OF CONDUCT**

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

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

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

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

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

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

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment

which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.

8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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

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