

**BYLAWS LOCAL 1858,
CANADIAN UNION OF PUBLIC EMPLOYEES
VANCOUVER ISLAND UNIVERSITY STAFF**

May 2019

1. NAME:

The name of this Local will be: Canadian Union of Public Employees, Local No.1858 (Vancouver Island University Staff).

2. OBJECTIVES:

The objectives of the Local are to:

- a) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- b) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- d) Encourage the settlement by negotiation and mediation of all disputes between the members and the employer.

3. INTERPRETATION & DEFINITIONS:

- a) Pronouns will be understood to be gender neutral.
- b) Numbers of articles at the end of sections or sub-sections refer to relevant articles of the CUPE National Constitution which should be read in conjunction with these by-laws.

4. MEMBERSHIP MEETINGS - REGULAR AND SPECIAL:

- a) General membership meetings (GMs) will normally be held once each month from September to June, except December, the day and week to be determined in September for that academic year. Every effort will be made to hold the meetings on a day other than the day set aside for regular Board of Governors or Senate meetings. The Executive Board will give at least one (1) weeks' notice of any change in the date of the regular meeting.
- b) Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than fifteen (15) members. The President will immediately call a

special meeting when so ordered or requested and will see that all members receive at least twenty-four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business will be transacted at the special meeting other than that for which the meeting is called and notice given.

- c) A quorum for the transaction of business at any regular or special meeting will be ten (10) members, including at least three members of the Executive Board. If a quorum is not achieved, and 51% of the Executive is present then the meeting will be conducted as if there were a quorum regarding agenda items only. There will be no new business entertained.
- d) At any membership meeting where members are being asked to vote on a contract proposal, the vote will take place by secret ballot.
- e) The order of business at regular membership meetings is as follows:

1. Roll Call of Officers
2. Reading of the Equality Statement
 - a. Acknowledgement of Traditional Territories
3. Voting on New Members and Initiation
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Matters Arising out of the Minutes
7. Treasurer's Report
8. Communications and Bills
9. Executive Board Report
10. Chief Steward Report
11. Nominations, Elections, or Installations
12. Unfinished Business
13. New Business
14. Reports of Committees and Delegates
15. Good of the Union
16. Adjournment

(Article B.6.1)

- f) An Annual General Meeting (AGM) will be held in December for elections.

5. VOTING OF FUNDS:

Except for ordinary expenses and bills attributable to the operation of Local 1858 and items approved through the annual budget process, a notice of motion must be issued in writing and dealt with at the following membership meeting for donations, grants or contributions of funds as follows:

- Over one hundred dollars (\$100.00) to a member or any cause outside of the Canadian Union of Public Employees;

- Over two hundred dollars (\$200.00) to any cause within the Canadian Union of Public Employees.

6. OFFICERS:

- a) The officers of the Local will be the President, 1st Vice President, 2nd Vice President, Treasurer, Recording Secretary, Membership Secretary, Chief Steward, Deputy Chief Steward, Executive Member at Large, and three (3) Trustees.
(Article B.2.1)
- b) All officers will be elected by the membership.
(Article B.2.3)
- c) The terms of office for all officers except the Trustees will be two (2) years. President, 2nd Vice-President, Deputy Chief Steward, and Recording Secretary will be elected in odd years. 1st Vice-President, Treasurer, Membership Secretary, Executive Member at Large and Chief Steward will be elected in even years.
- d) The terms of office for Trustees will be three (3) years, staggered so that one Trustee is elected in each of three (3) years.
- e) Any officer, if unable to fulfill the duties of their position, will submit a letter of resignation to the Executive as soon as possible.
(Article B.2.4)

7. EXECUTIVE BOARD: (hereafter referred to as the Board)

- a) The Board will comprise all officers, except Trustees.
(Article B.2.2)
- b) The Board will meet at least once every month.
(Article B.3.14)
- c) A majority of the Board constitutes a quorum.
- d) The Executive Officers will hold title to any real estate of the Local as trustees for the Local. They will have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- e) The Board will do the work delegated to it by the Local and will be held responsible for the proper and effective functioning of all committees.
- f) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
(Article B.XI)

- g) Should any Board member fail to answer the roll-call for three consecutive regular membership meetings or four regular Board meetings without having submitted good reasons for those failures, this office will be declared vacant and will be filled by an election at the following membership meeting.
- h) On termination of office, each officer must surrender all books, seals and other properties of the Local to his/her successor.

(Article B.3.9)

8. DUTIES OF OFFICERS:

It is the duty of all officers of the Local to uphold the CUPE National Constitution, the By-Laws of this Local, and the rights and responsibilities of members as outlined in the applicable Collective Agreements. In addition to the specific duties outlined below, the primary responsibility of the officers is to obtain and/or work towards the objectives as outlined in Article 2 of these by-laws.

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.

(Article B.3.9)

All signing officers of Local 1858 will be bonded through the master bond held by CUPE National. Any officer who cannot qualify for the bond will be disqualified from having signing authority.

(Article B.3.5)

The Treasurer and up to four (4) additional officers will hold signing authority for the Local. It is preferred, but not mandatory, that the President hold signing authority for the Local.

a) The President will:

- Enforce the CUPE Constitution and these by-laws;
- Preside at all membership and Board meetings and preserve order;
- Decide all points of order and procedure (subject always to appeal to the membership);
- Have a vote on all matters (except appeals against their rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie;
- Ensure that all officers perform their assigned duties;
- Fill committee vacancies where elections are not provided for;
- Introduce new members and conduct them through the initiation ceremony;
- Ensure that the Local's funds are used only as authorized or directed by the Constitution, by-laws, or vote of the membership;
- Receive, log and disburse all incoming mail or will designate an alternate to receive, log and disburse incoming mail;
- Be a member, or designate a member on their behalf, on all negotiation committees;

- Have first preference as a delegate to all conventions participated in by the Local.
(Article B.3.1)

b) The First Vice President will:

- If the President is absent or incapacitated, perform all duties of the President;
- If the office of President falls vacant, be Acting President until a new President is elected;
- Render assistance to any member of the Board as directed by the Board;
- Be responsible for liaising with the various joint management-union committees obtaining reports from same;
- Serve on the Grievance Committee.

(Article B.3.2)

c) The 2nd Vice President will:

- If the President and First Vice President are absent or incapacitated, perform all duties of the President and/or First Vice President;
- If the office of President and/or First Vice President fall vacant, be Acting President or Acting First Vice President until new officers are elected;
- - Render assistance to any member of the Board as directed by the Board;
- Act as an ex-officio member of, and liaise with, each of the standing union committees in Article 15(c), obtaining monthly reports from same.

d) The Treasurer will:

- Sign all cheques except for cheques to be made out to the Treasurer and, in consultation with the Board, designate a signing officer during prolonged absences;
- Ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, the Local's By-Laws, or vote of the membership;
- 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;

(Article B.3.4)

- Regularly make a full financial report to meetings of the Local's Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- Forward any funds owed to the National Secretary-Treasurer by the last day of the following month;
- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
- Prepare all CUPE National per capita tax forms and remit payment;
- Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- Be bonded for not less than \$1,000.00 through the master bond held by the National Office (Treasurers who cannot qualify for the bond will be disqualified from office);

- Pay no money unless supported by a voucher duly signed by a member of the Board, except that no voucher will be required for payment of per capita fees to any organization to which the Local is affiliated;
 - 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;
- (Article B.3.7)
- Provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
 - Not later than February 28 each year, furnish each member, on the forms supplied by the National Office, with a statement showing the net amount of tax-deductible dues paid by that member during the preceding calendar year if this information is not provided on the employer T-4 slips;
 - Present at each membership meeting a financial report showing transactions occurring since the previous membership meeting;
 - Maintain expense rates as per Articles 9 (b), (c) and (d);
 - Ensure fees and dues are maintained at appropriate rates as per Articles 11(c), (e) and (f);
- (Articles B.3.4 to B.3.8)
- Ensure WorkSafeBC premiums are paid for all individuals receiving remuneration from the Local as per the requirements of WorkSafeBC;
 - Issue T-4 slips annually in accordance with Canada Revenue Agency regulations.

e) The Recording Secretary will:

- Keep full, accurate, and impartial account of the proceedings of all regular or special Membership and Board meetings. These records must also include a copy of the full financial report (Board meetings) and the written financial report (Membership meetings) presented by the Treasurer. The record will also include Trustee reports;
- (Article B.3.3)
- Record all alterations in the by-laws;
 - Answer correspondence and fulfil other secretarial duties as directed by the Board;
 - File a copy of all letters sent out and keep on file all communications;
 - Prepare and distribute all circulars and notices to Board and general members as appropriate;
 - Have all records ready on reasonable notice for auditors and Trustees.
 - Maintain a log of all motions made at General and Executive Meetings and the results of the vote.

(Article B.3.3)

f) The Membership Secretary will:

- Maintain a record of all members' names, addresses and telephone numbers, work locations and work phone numbers;
- Distribute membership cards and constitutions;

- Maintain posting files and cross-reference successful applicants and positions to posting;
- Maintain the record of membership attendance at meetings;
- Assist the Recording Secretary in the preparation and distribution of circulars and notices to the members.
- Maintain the local's website and social media or ensure that they are maintained.

g) The Chief Steward will:

- Be kept informed of all situations where advice or representation by Stewards has occurred;
- Serve on the Grievance committee and the Steward Committee;
- Maintain records of all grievances, arbitrations and Labour Board disputes undertaken by the Local;
- Work with stewards as needed to mediate and negotiate all disputes between members, and between members and their employer;
- Maintain records of all disputes between members and their employer that have been brought to the attention of a steward;
- Work with the Local's Education Committee to provide ongoing training opportunities for stewards.

h) The Trustees will:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Treasurer, the Recording Secretary and the Standing Committees semi-annually;
- Submit in writing to the President, Treasurer and Recording Secretary any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's funds, records, and accounts are being maintained by the Treasurer and Recording Secretary in an organized, correct, and proper manner;
(Article B.3.12(a))
- 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, Treasurer and Recording Secretary of the Local
 - v. Treasurer's response to the recommendations
 - vi. Concerns that have not been addressed by the Local's Board.
- Make a written report of their findings to the first membership meeting following the completion of each audit;
- Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports are made to the membership;
- Audit the record of attendance;

- Inspect, at least half-yearly, any stocks, bonds, securities, office furniture and equipment, and title or deeds to property that may at any time be owned by the Local, and report their findings to the membership;
 - Use audit forms supplied by the National Office and send a copy of each half-yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE National Constitution;
 - Ensure at least one Trustee be at each general membership meeting.
- (Articles B.3.10 to B.3.12)

i) The Deputy Chief Steward will:

- If the Chief Steward is absent or incapacitated, perform all duties of the Chief Steward;
- If the office of Chief Steward falls vacant, be Acting Chief Steward until a new Chief Steward is elected;
- Work with Chief Steward to:
 - Be informed of all situations where advice or representation by Stewards has occurred;
 - Help stewards mediate and negotiate all disputes between members, and between members and their employer;
 - Maintain records of all grievances, arbitrations and Labour Board disputes undertaken by the Local;
 - Maintain records of all disputes between members and their employer that have been brought to the attention of a steward;
 - Provide ongoing training opportunities for stewards.
- Serve on the Steward Committee.

j) The Executive Member at Large will:

- Serve on the employer's Joint Occupational Health & Safety Committee;
- Serve on the Local's Health & Safety Committee;
- Serve on the Joint Rehabilitation Committee;
- Monitor and report on Health & Safety issues at our work environment;
- Act as the primary point of contact for member concerns regarding Health & Safety issues, WorkSafeBC claims, and medical accommodations;
- Coordinate with the Chief Steward regarding any required grievances related to issues with health and safety or medical accommodation;
- Render assistance to any member of the Board as directed by the Board.

9. EXPENSES:

- a) Approved out-of-pocket expenses will be reimbursed and must be supported by vouchers.
- b) The per diem expenses will be established and maintained annually (in January) at the CUPE National levels, based on the out-of-town rate. When the full day per diem is not

appropriate, expenses will be broken down into individual meal allowances for breakfast, lunch, and dinner as per CUPE National levels.

- c) Mileage rates are set at \$0.70 per kilometer and will be reviewed in January of odd numbered years.
- d) Dependent care expenses, over and above normal costs, will be covered by the Union, while the member is attending union business. Expenses will be paid up to a maximum of current industry rates as maintained annually in January by Treasurer. Claims must be supported by receipts.

e) Executive Out-of-Pocket Stipend to be paid as follows:

President	\$250	12	monthly
1 st Vice President	\$120	12	monthly
2 nd Vice President	\$120	12	monthly
Chief Steward	\$120	12	monthly
Deputy Chief Steward	\$120	12	monthly
Treasurer	\$120	12	monthly
Recording Secretary	\$120	12	monthly
Membership Secretary	\$120	12	monthly
Executive Member at Large	\$120	12	monthly

- f) Each Trustee will be paid a \$250 honorarium upon completion of the previous year's audit.
- g) Wages and benefits for time away from work will be covered by the Local for members who are elected or appointed by the Executive to do union business (ex. bargaining, conferences, conventions, union education) as provided for in the Collective Agreement. Additionally, in order to provide equitable compensation to members in precarious part-time work, members who are part-time will have their wages and benefits covered for these activities and will be paid wages for additional hours up to the equivalent of full-time hours as per the Collective Agreement.

10. RELEASE TIME:

The local will provide paid release time to members of the Board on the following basis:

- The President will be paid ¼ release time by the union in addition to the ¼ time paid by management for a total of ½ release time release.
- The Treasurer will receive 10% release time (two days per month).
- All other Executive Board Members (1st and 2nd Vice-Presidents, Recording and Membership Secretaries, Chief Shop Steward, Deputy Chief Steward and Executive Member at Large) will receive 5% release time (one day a month).
- If any Board positions are filled with part-time employees, those employees would receive one day additional pay rather than release on the same basis as above.

- If the Treasurer or Recording Secretary are unable to take the designated release time as outlined in Article 10 of the current by-laws, those employees would receive additional stipend of \$120 rather than release time as these two positions are very labour intensive.

11. FEES, DUES, AND ASSESSMENTS:

a) Initiation Fee:

Each application for membership in the Local will be directed to the Treasurer and will be accompanied by an initiation fee of \$5.00 (\$2.00 for casuals with the balance of \$3.00 due when they become regular or temporary) which will be in addition to monthly dues. The Treasurer will issue a receipt if this information is not provided on the employer T-4 slips. If the application is rejected the fee will be returned.

(Article B.4.1)

b) Re-admittance Fee:

No re-admittance fee will be charged, provided a proper withdrawal card has been obtained.

(Article B.4.1)

c) Monthly Dues:

The monthly dues will be 2.2% (two and two tenths per cent) of the member's gross monthly salary collected on a bi-weekly pay period. The amount will automatically increase the same amount when any organization that CUPE Local 1858 is affiliated to increases their per capita.

(Article B.4.3)

- d) Changes in the levels of the Initiation Fees, the Re-admittance Fee, or the Monthly Dues can be effected only by following the procedure for amendment of these by-laws (see Section 16), with the additional provision that the vote must be by secret ballot.

(Article B.4.3)

- e) Notwithstanding the above provisions, if the CUPE National Convention, or any organization to which the Local is affiliated, raises their per capita, these by-laws will be deemed to have been automatically amended to conform to the new minima.

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

12. NON-PAYMENT OF DUES AND ASSESSMENTS:

Any member in arrears for a period of three months or more will be automatically suspended and this suspension will be reported to the Board by the Treasurer. The Board will report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated will, upon application, pay any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has

been unemployed or unable to work because of sickness, they will be readmitted but may not be required to pay the arrears.

(Article B.8.6)

13. NOMINATION, ELECTION AND INSTALLATION OF OFFICERS:

- a) **Nomination:** Nominations will be received at the Annual General Meeting (AGM) held on or before the second Thursday of December. No nomination will be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting their consent in writing, duly witnessed by another member. No member will be eligible for nomination if they are in arrears of dues and/or assessments.
- b) **Elections:**
 1. At a membership meeting at least one month prior to election day the President will, subject to the approval of the members present, appoint a Nominations Committee consisting of a Returning Officer and assistant(s). This Committee will include members of the Local who are neither officers nor candidates for office. It will have full responsibility for voting arrangements and will treat information submitted to it in connection with its responsibilities as confidential.
 2. The Board will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
 3. The Returning Officer will be responsible for issuing, collecting, and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
 4. The voting will take place at the AGM in December. The vote will be by secret ballot.
 5. Voting to fill one office will be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
 6. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballots will be dropped. In case of a final tie vote, the Returning Officer may cast the deciding vote.
 7. 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.
 8. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of

members equal to the quorum for a membership meeting as laid down in Section 4(c).

c) **Installation:**

All duly elected officers will take the oath of office at the meeting at which elections are held and will commence their office on January 1. Officers will continue in office for the subscribed term as outlined in Article 6 of these by-laws.

d) **By-elections:**

Should any office fall vacant pursuant to Section 7(g) of these by-laws, or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section. Duly elected officers will commence their positions immediately following the by-election.

14. DELEGATES TO CONVENTIONS AND EDUCATIONAL SEMINARS:

- a) Except for the President's options (Section 8 (a)), all other delegates to conventions will be chosen first from the Executive and then by election at membership meetings. The President is the delegate on all associated Labour Councils.
- b) Delegates to Labour Councils will be appointed by the Board or elected at a membership meeting. A report of the Labour Council proceedings will be submitted at the next membership meeting of the Local.
- c) All delegates elected to the conventions, will be reimbursed according to Article 9 and Appendix B. If circumstances warrant, the per diem allowance may be extended to a particular instance, subject to the approval of the Board. Any pre-paid monies not accounted for by supporting vouchers will be returned to the local.
- d) Representation at educational institutes and seminars will be on the recommendation of the Education Committee to the Board. Reimbursement for expenses will be as per Article 9 and Appendix B.

15. COMMITTEES:

a) **Negotiating Committee:**

This will be a special ad hoc committee established at least four (4) months prior to the expiry of the Local's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The President or their delegate will be a member of all Negotiating Committees. The Committee will consist of three (3) other members plus one (1) alternate, all elected at a membership meeting. The CUPE representative assigned to the Local will be a non-voting member of the Committee and will be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

A questionnaire must be distributed to the membership before the expiration of the current Collective Agreement. The Negotiating Committee will formulate the proposal from the questionnaire for ratification by the membership.

b) Special Committees:

A special ad hoc committee may be established for a specified purpose and period by the membership at a meeting. The members will be elected at the same or another membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Board. Two members of the Board may sit on any special committee as ex-officio members.

c) Standing Committees:

The Chair of each standing committee will be elected by the members of the committee at a committee meeting. The Chair will submit a written report to each General Meeting. The Chair and the Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. The Second Vice President will be a member, ex-officio, of each committee. Each standing committee will have its own written standards of operation approved by the Board.

There will be five standing committees as follows:

1. Grievance Committee:

This committee will review all cases where the steward has recommended not filing a grievance, and all grievances where the steward recommends moving to arbitration. Committee reports will be submitted to the Board and then to a membership meeting.

The Committee will be comprised of the First Vice-President, the Chief Steward and two (2) other members to be selected from among the Stewards.

2. Steward Committee:

This committee will represent, inform and assist the CUPE membership regarding all contractual matters between the membership and management. All Stewards must keep the Chief Steward informed of all situations where advice or representation has occurred. All Stewards will act with integrity and maintain confidentiality thereby encouraging trust and confidence from the membership.

Grievances must be in writing on the forms provided by the National Office and be signed by the complainant(s) or an appropriate representative, as provided for in the Collective Agreement.

This committee will be comprised of all Stewards.

3. Education Committee:

This Committee will:

- Arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the Board. First priority when choosing members to attend union courses is based on active committee/union involvement;
- Instruct delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports;
- Cooperate with the Board in preparing press releases and other publicity material;
- Cooperate with the Education and Public Relations Departments of CUPE, and with the Regional Education Representative, in implementing both the Local's and CUPE's policies in these fields.

The Committee will be comprised of two (2) to four (4) members and will elect its secretary from among its members.

4. Sunshine Committee:

The purpose of this Committee is to extend good will to members of the Local in recognition of significant events in their lives as per the Committee's approved Terms of Reference. This may include:

- Visiting members who are ill;
- Sending a token of the Local's concern and desire to help if a member is ill for more than a week whether the member is at home or in hospital;
- Recognizing births, marriages, retirements, or deaths of members or their immediate family.

The Committee will be comprised of between two (2) and four (4) members and may elect a secretary-treasurer from among its members.

Members will be reimbursed by the Board for expenses incurred in the performance of the Committee's duties. The Committee will provide the Local's Treasurer with summary reports and supporting documents.

5. Occupational Health and Safety Committee:

This committee will:

- Recommend to the Board policy and program initiatives to improve health and safety in the workplace, promote rehabilitation of workers, and preserve the integrity of our work environment;
- Monitor and report on the activities of the WorkSafe BC and related agencies;
- Act as an information exchange for Local members;
- Implement programs at the direction of the Board.

The Committee will be comprised of two (2) or more members and will include the CUPE representatives on the Joint Occupational Health & Safety Committee as provided for in the Collective Agreement.

16. RULES OF ORDER:

All meetings of the Local 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 appended to these by-laws as Appendix A. These rules will be considered as an integral part of the by-laws and may be amended only by the same procedure used to amend the by-laws.

17. AMENDMENT:

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

(Articles 9.2(c) and 13.3)

2. These by-laws will not be amended, added to, or suspended except upon a two-thirds majority vote of those present and voting at a regular or special membership meeting following 7 days' notice at a previous meeting, or 60 days' written notice.

(Article B.5.1)

3. No change in these by-laws will be valid or take effect until approved by the National President of CUPE. The validity will date from the letter of approval of the National President.

(Article B.5.1)

**AMENDED AT THE MARCH 20, 2013 GENERAL MEETING
APPROVED BY CUPE NATIONAL IN THEIR LETTER DATED SEPTEMBER 9, 2013**

**AMENDED AT THE JUNE 19 and NOVEMBER 20, 2013 GENERAL MEETINGS
APPROVED BY CUPE NATIONAL IN THEIR LETTER DATED MAY 1, 2014**

**AMENDED AT THE FEBRUARY 19, 2014 GENERAL MEETING
APPROVED BY CUPE NATIONAL IN THEIR LETTER DATED MAY 2, 2014**

**AMENDED AT THE FEBRUARY 20, 2019 & MARCH 27, 2019 GENERAL MEETINGS
APPROVED BY CUPE NATIONAL IN THEIR LETTER DATED MAY 21, 2019**

APPENDIX "A" TO THE BY-LAWS OF CUPE LOCAL 1858
RULES OF ORDER

1. The President, or, if absent, the 1st Vice-President, will take the chair at all membership meetings. In the absence of both the President and 1st Vice-President, the 2nd Vice-President will act as President, and in the absence of all three, a President pro-tem will be chosen by the Local.
2. No member, except the Chair of a committee making a report or the mover of a resolution will speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairs and movers of a resolution will be limited to fifteen minutes, except with the consent of the meeting.
3. The President will state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, will ask: "Is the Local ready for the question?" Should no member rise to speak, the question will then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must indicate and be recognized by the chair.
5. A motion to amend, or to amend an amendment, will be in order, but no motion to amend an amendment to an amendment will be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution will be in order.
6. On motion, the regular order of business may be suspended, by a two-thirds vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, will, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when it makes sense.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, they will indicate and respectfully address the presiding officer, but, except to state that they rise to a point of order or on a question of privilege, they will not proceed further until recognized by the chair.

11. When two or more members rise to speak at the same time, the presiding officer will decide which one is entitled to the floor.
12. Every member, while speaking, will adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection of the Local or any member thereof.
13. If a member, while speaking, is called to order, the member will cease speaking until the point is determined; if it is decided the member is in order, the member may again proceed.
14. No religious discussion will be permitted.
15. The presiding officer will take no part in debate while presiding, but may yield the chair to the next senior officer in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer will have the same rights as other members to vote on any question. In case of a tie, the presiding officer may cast an additional vote, or refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion will be in order except (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend; which motions will have precedence in the order named. The first three of these will be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, will be put in this form: "Will the main question be now put?" If it is adopted, the President will 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, will be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, will not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote will then be taken and the Secretary will count same.
22. If any member wishes to challenge (appeal) a decision of the chair the member must do so at the time the decision is made. If the challenge is seconded, the member will be asked to state briefly the basis for the challenge. The presiding officer may then state briefly the basis for their decision, following which the chair will immediately and without debate put

the question: "Will the decision of the chair be sustained?" A majority vote will decide except that in the event of a tie the chair is sustained.

23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. No member will enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member will be allowed to leave without the permission of the Vice President.
25. The Local's business and proceedings of meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

APPENDIX "B" TO THE BY-LAWS OF CUPE LOCAL 1858

Expenses (By-Law Articles #9 and 14)

Accommodation

Private accommodation will be provided for members when attending union business out of town unless the function provides accommodation and only shared is available. When available, accommodation will be by government rate at union staffed facilities.

Dependent Care

CUPE will cover care expenses for member's dependants while attending union business as per Bylaw Article 9(d).

Per Diems

Meals:

Set at CUPE National rate. Receipts not required. The 2017 CUPE National out-of-town rate is \$86 per day. This breaks out to meal rates of:

Breakfast = \$20.00

Lunch = \$24.00

Dinner = \$42.00

When a full day per diem is not appropriate, expenses will be broken down into individual meal allowances as described above. Per diems will not be paid for meals that have been provided as part of the business undertaken.

Incidentals:

When a member receives the daily per diem rate or the per diem rate for any meal, no additional per diem will be provided.

When a member does not receive any meal per diems, a per diem of \$17 per day for incidentals will be paid while attending union business.

Travel

To be by the most economical means.

The mileage rate is \$0.70 per kilometre. Automobile mileage costs are not to exceed airfare.

Upon request from the member, when a member has been involved in a full day of union business and the time needed for return travel extends past 9pm (in the time zone where the business has been taking place), the Local will cover the cost of an additional night's accommodation, appropriate per diems, and wages if an additional day of work is missed.

Wages

To be paid as per Article 9(g).