

## **CUPE LOCAL 391**

### **CONSTITUTION**

**JANUARY 2004 (REVISED 2014)**

#### **1. NAME**

The name of this Union is the Canadian Union of Public Employees Local 391, hereafter referred to as CUPE Local 391 or the Union.

#### **2. PURPOSE**

**The objectives of the Union shall be:**

The regulation of relations between those employers for which the Union is certified and the Union.

To work together in all matters of mutual concern deemed to be in the best interest of all members, or of members of an individual bargaining unit.

#### **3. MEMBERSHIP**

Membership in the Union shall consist of employees of those employers for which the Union is certified, who have obtained membership in the Union and who pay dues.

#### **4. DEMOCRATIC PRINCIPLES**

The democratic principles of unionism to which this Union subscribes require that every member shall be entitled to express his/her opinions freely within the processes established by the Constitution and By-laws.

## CUPE LOCAL 391

### BY-LAWS

JANUARY 2004 (REVISED 2014)

#### 1. MEETINGS AND YEAR

##### a) *GENERAL MEETINGS*

General meetings of the membership shall be held at least once every three months. Notice of these general meetings shall be posted in all worksites at least one week prior to the meeting date.

##### b) *REGIONAL MEETINGS*

Regional meetings of the membership may be called to deal with issues specific to each bargaining unit. Notice of regional meetings shall be posted in all worksites at least one week prior to the meeting date.

The results of votes taken at regional meetings will not be binding on the Union until the Executive accepts them.

##### c) *SPECIAL MEETINGS*

Special meetings may be general or regional depending on the issue.

Special meetings of the membership may be held at the discretion of the Executive and will require at least 24 hours notice.

Any member in good standing may petition the Executive to call a special meeting provided a reason is given in writing and provided the petition is endorsed by a minimum of ~~30~~23 members for a Vancouver Public Library (VPL) special meeting, and 4 members for a Gibsons and District Public Library (GDPL) special meeting and 4 members for a Sechelt Public Library (SPL) special meeting.

Special meetings of the membership must be called by bargaining unit to conduct a strike or ratification vote. Notice of a special meeting to conduct a strike vote shall be posted in all worksites at least 48 hours prior to the meeting date. The Bargaining Committee for the respective bargaining unit, at such a meeting must give a written report to the membership outlining the issues agreed to and the issues still in dispute. The full ramification of such a vote shall be outlined to the membership. The results of strike votes and ratification votes are binding on the bargaining unit.

d) The Annual General Meeting shall be held before the beginning of June. Annual

elections shall be conducted at this meeting, except as provided for in article 3e.

**e)** The Annual General Meeting, and all special meetings of the Union, shall be held at a time when 75% of the membership is not working and in a facility that will accommodate a minimum of 30% of the membership.

**f)** A quorum of a general or special meeting of the membership shall be ~~30~~<sup>23</sup> members of the Union. A quorum of a regional meeting of the membership shall be ~~30~~<sup>23</sup> VPL members for a VPL meeting and 4 GDPL members for a GDPL meeting and 4 SPL members for a SPL meeting.

**g)** Rules of Order for meetings of the Union shall be those set forth in the By-Laws of the Canadian Union of Public Employees.

**h)** Voting at any meeting shall be by secret ballot in the following circumstances:

i. Motion of non-confidence in the Executive.

ii. Strike Vote

iii. Job action short of a strike, e.g. Day of protest, leaves without pay to support part-time staff, etcetera.

iv. When a person introducing a serious, controversial motion requests a secret ballot and a simple majority approves the holding of a secret ballot.

**i)** The calendar year of the Union shall be from June 1 to May 31.

## **2. NOMINATIONS**

**a)** Nominators and nominees must be members of the Union in good standing.

**b)** Nominations may be submitted to the Elections Committee by any member of the Union. The Elections Committee shall call for nominations from the membership 30 days before the Annual General Meeting. These Nominations must be in writing and signed by one nominator with the signed acceptance of the nominee for a specific position. This slate of candidates shall be announced 14 days later before the Annual General Meeting, with a second call for further nominations. Members shall be notified of the slate of candidates to date one week before the day of the Annual General Meeting.

**c)** In the case of the GDPL bargaining unit, nominations will be accepted from the floor for a Chair and a Recording Secretary at a Regional meeting held in the month prior to the Annual General Meeting.

**d)** Candidates will be invited to post their candidates statement on the local's webpage at the time of their nomination.

**e)** In the case of the SPL bargaining unit, nominations will be accepted from the floor for a Chair and a Recording Secretary at a Regional meeting held in the month prior to the Annual General Meeting.

### 3. ELECTIONS

a) For each CUPE 391 election, the President will, subject to approval by the Executive, appoint an ad hoc Elections Committee **of at least two people but not more than five**, consisting of a Returning Officer\*\* and assistant(s). The Committee will include only members who are not candidates in that election. The Committee shall have full responsibility for voting arrangements according to established voting protocols, and shall treat information submitted to it in connection with its responsibilities as confidential. After the election is completed, the Committee will be disbanded.

\*\*Returning Officer is defined for these purposes as the person responsible for organizing and monitoring the election, including nominations, balloting, and communicating election results.

b) All positions that have one candidate shall be elected by acclamation.

c) In cases where there are two or more candidates for a position a secret vote shall be held.

d) Election shall be by simple majority.

e) General elections shall be conducted using electronic voting from a reputable service provider and system approved by the membership following at least 30 days' notice and circulation of the proposed system.

f) In cases where there are no nominees for a position, nominations and elections shall be held at subsequent special, general or regional meetings, until the vacancy is filled.

g) In the case of the GDPL bargaining unit, a Chair and a Recording Secretary will be elected at a regional meeting held in the month prior to Annual General Meeting. The Chair elected by the GDPL bargaining unit will sit on the Executive as the Gibsons Member-at-Large.

**GDPL elections shall be conducted by secret ballot.**

In the case of the SPL bargaining unit, a Chair and a Recording Secretary will be elected at a regional meeting held in the month prior to Annual General Meeting. The Chair elected by the SPL bargaining unit will sit on the Executive as the Sechelt Member-at-Large. **SPL elections shall be conducted by secret ballot.**

### 4. OFFICERS

a) The Officers of this Union shall be a President, two Vice-Presidents, a Secretary-Treasurer, a Recording Secretary, four Members-at-Large, one Gibsons Member-at-Large, one Sechelt Member-at-Large, and three Trustees.

b) There shall be an Executive consisting of the President, the two Vice-Presidents, the Secretary-Treasurer, the Recording Secretary, the four Members-at-Large and one Gibsons Member-at-Large and one Sechelt Member-at-Large.

c) The terms of office are:

President 2 year  
Vice-President (2) 2 years  
Secretary-Treasurer 2 years  
Recording Secretary 2 year  
Member-at-Large (4) 2 year  
Gibsons Member-at-Large (1) 1 year  
Sechelt Member-at-Large (1)  
Trustees (3) 3 years

d) All Officers of the Union will be elected directly to office.

At the 1993 – 94 election, the Vice-Presidents will be elected so that one shall serve for a period of two years, and one for a period of one year. Each year thereafter the Union shall elect one Vice-President for a two-year period. The Vice-President in the second year of their term shall be the Senior Vice-President. Each year the Union shall elect one Trustee for a three-year period. The Trustee in the third year of their term shall be the Senior Trustee.

**Starting in 2015 2 Members at Large will be elected to two-year terms and 2 Members at Large will be elected to one-year terms. In 2016 2 Members at Large will be elected to two-year terms and in each year thereafter the Union shall elect 2 Members at Large for a two-year period. The Members At Large in the second year of their term shall be the Senior Members at Large.**

**Starting in 2016 the Recording Secretary will be elected to a two- year term.**

e) The Executive as a whole shall be chosen from and represent all members of the Union.

f) The new Executive assumes duties on June 1 following their election.

## 5. DUTIES OF OFFICERS AND EXECUTIVE

a) The President or designate shall preside at all meetings of this Union and perform all duties usually pertaining to this office.

b) A Vice-President, appointed by the Executive, shall perform the duties of the President in the absence of that officer, and, in the case of resignation or death of the President, shall perform the duties of the President until such vacancy is filled. Vice-Presidents shall also preside when called upon by the President and at times when the President may be temporarily unable to discharge the duties of that office. At the beginning of each Union year, the Executive will appoint one Vice-President to the Bargaining Committee.

c) The Recording Secretary shall keep a correct, full and impartial record of the proceedings of each meeting of this Union and all meetings of the Executive.

d) The Secretary-Treasurer shall:

- i. Be responsible for keeping all financial accounts of this Union and shall be responsible for maintaining correct and proper accounts of all its members. The Secretary-Treasurer shall be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, as well as records and supporting documents for all income received by this Union.
- ii. Regularly make a full financial report to meetings of the Executive, as well as a written financial report to each regular general meeting of the membership.
- iii. Submit the financial books and records to the Trustees for audit at least once each calendar year, and shall furnish the Trustees with a statement from the Financial Institution where the Union's funds are deposited, attesting to the amount to the credit of the Union's account.
- iv. Draw up an estimated budget at the start of each fiscal year of the Union.

e) The Members-at-Large shall participate in meetings and decisions of the Executive, and perform duties as directed by the Executive.

The Gibsons Member-at-Large shall act as the primary liaison between the Executive and the GDPL bargaining unit. For the GDPL bargaining unit, this position shall also be the Chair, main Union spokesperson and be responsible for calling regional meetings.

The Sechelt Member-at-Large shall act as the primary liaison between the Executive and the SPL bargaining unit. For the SPL bargaining unit, this position will also be the Chair, main Union spokesperson and be responsible for calling regional meetings.

f) The Trustees shall:

- i. Audit the books of the Secretary Treasurer and shall exercise the general supervision over the property of the Union.
- ii. Examine the books and records of the Secretary-Treasurer at least once each calendar year and shall submit in writing to the Executive any recommendations and/or concerns they feel should be reviewed in order to ensure that the Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
- iii. Make a written report to the next regular general meeting of the membership of the Union following the audit on the condition of the funds and accounts, the number of members in good standing, the number initiated, admitted or withdrawn, together with such information they may deem necessary to the efficient and honest administration of the Union.
- iv. Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Union membership along with a copy of any recommendations and/or concerns to the Executive, and the Executive's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

**g)** The Executive shall plan all meetings and shall carry out such activities as shall be delegated to it by the Union as a whole.

**i.** Meetings of the Executive shall be held when deemed necessary, at least once a month. A quorum of the Executive shall be five members. If there is no quorum present at the time and place for a meeting of the Executive, the members in attendance shall not conduct any business but may adjourn the meeting to another time. In a situation where an Executive decision is required before a meeting can be called, the President, or designate, may poll Executive members for a quorum vote.

**ii.** All outgoing Executive members shall promptly deliver all books, records and other properties of the Union to their successors.

**iii.** Should any Officer fail to answer the roll-call for three consecutive Executive meetings without having good and sufficient cause, the Executive shall declare that office vacant and the position will be filled at the following general meeting.

## **6. VACANCIES**

Should vacancies occur among any elected office of the Union, elections shall be held to fill the unexpired terms. Nominations and elections shall be held at subsequent general or regional meetings until the vacancy is filled.

## **7. DISPUTES**

All charges against members or officers must be made in writing and signed, and dealt with in accordance with the provisions of the CUPE National Constitution.

## **8. COMMITTEES**

**a)** Because there are multiple bargaining units represented in this Constitution and Bylaws, and each bargaining unit may have local issues not applicable to the others, it is recognized that each bargaining unit has the right to strike committees as appropriate to its local situation. This includes allowance for the need to strike parallel committees for the same topic, e.g. Bargaining, Grievance, Occupational Health and Safety. In the case of striking a parallel committee, the newly formed committee must have the same function as its already existing parallel committee. Parallel committees must include the bargaining unit name in the committee name. Bargaining unit committees will recommend their structures and working arrangements to the Executive.

**b)** The Executive shall consider continuity and fair representation from the Union when making appointments to all committees. Appointments to the GDPL bargaining unit 7 committees will be made upon the recommendation from the Gibsons Member-at-Large. Appointments to the SPL bargaining unit committees will be made upon the recommendation from the Sechelt Member-at-Large.

**c)** The President shall be ex-officio to all union committees. The Gibsons Member-at-Large shall be ex-officio on all GDPL bargaining unit committees. The Sechelt Member-at-Large shall be ex-officio on all SPL bargaining unit committees.

d) The Elections Committee shall be an ad hoc committee of up to 5 members appointed by the Executive. It shall stand as a committee to take care of any changes in the Executive. Members of this committee shall not be eligible for nomination.

e) The VPL Bargaining Committee shall be a standing committee of six members, four to be appointed by the Executive, plus the President and one Vice President appointed by the Executive. The function of the committee is to prepare collective bargaining proposals and to negotiate the collective agreement between the VPL Board and the VPL bargaining unit. The term of office of the appointed members shall end when a new collective agreement has been signed.

f) The VPL Grievance Committee shall be a standing committee appointed by the Executive. The function of the committee is to investigate and process all grievances of the VPL bargaining unit. The VPL Grievance Committee Chair shall be responsible to chair VPL Grievance Committee meetings as scheduled.

g) All other standing and special committees shall be appointed by the Executive. These committees will elect their own Chair and Recording Secretary.

h) All committees shall report to the Executive at least once within the calendar year of the Union, and in writing to the membership at the Annual General Meeting. Annual written reports shall be submitted to the Executive at least two weeks prior to the Annual General Meeting.

i) Committee reports should bear the support of at least a majority of the committee's members. If there are irreconcilable differences within the committee, the dissidents may issue a minority report as a means of recording their opposite views. A minority report is not acted upon, however, unless it is submitted with a motion that it be adopted in substitution for the majority report.

j) The Chair of each committee shall be responsible for passing to the incoming Chair all pertinent literature.

## 9. DUES

a) The regular monthly dues of each member shall be 2% of their gross monthly earnings.

b) The 2% regular monthly dues shall be deducted by the respective employer and forwarded to the Secretary Treasurer.

## 10. FINANCES

All finances of the Union are to be handled through the general account with the exception of an amount over and above the yearly working requirements of the Union, which shall be transferred, to an interest bearing account.

The Union will follow general accounting practices in the preparation of its Budget. In particular, the Budget will include line items specific to the operation of individual bargaining



units, as developed through consultation between the Secretary-Treasurer and those groups.

## 11. EXPENDITURES

**a) Sympathy Gifts** - The Union shall send flowers or make a charitable donation not to exceed \$40 on the following occasions:

- i. As an expression of sympathy to Union members who are confined by serious illness to the hospital or to their home for periods exceeding two weeks.
- ii. As an expression of sympathy in the case of bereavement in the immediate family of a Union member.
- iii. As a token of esteem or sympathy when it is deemed suitable by the Executive.

**b) Termination of Service Gifts** - Money from the Union funds for gifts to members of the Union who are retiring or quitting permanently (not changing employment status) may be obtained in the following ratio (time calculated from the time the member joined the Union):

- i. 11 years to retirement - \$75 plus \$10 for each year above eleven to a maximum of \$175.
- ii. 6 to 10 years - \$40 plus \$5 for each year above six.
- iii. 2 to 5 years - \$25.

### Death of Union Member

- i. The union shall send flowers if appropriate
- ii. The union shall provide funds up to \$200 for a memorial gathering
- iii. The union shall make a charitable donation, with the membership determining the amount at a general meeting.
- iv. The union will make a donation of \$100 towards purchase of materials for the Library collection, to be acknowledged with a bookplate. The selection of the material in which the plate will go will be made in consultation with the member's colleagues.

### c) Termination of Service Parties

i. The Union shall be totally responsible for the one official party held for Union members who have been employees for a period of eleven years or longer, and have expressed a desire for such a party. This applies only to parties held on Library premises. When such parties are held on Library property and Library time, permission shall be requested of the Director, or designate, of VPL.

ii. If a full Union party is not desired, \$75 shall be given towards the cost of a worksite party, to be organized by the worksite.

iii. Parties for Union members employed for less than eleven years may be held at the wishes of the worksites concerned. However, the Union does not assume any responsibility whatsoever for such events.

iv. Terminating members who do not desire either of the above parties, shall receive only their gift entitlement.

#### **d) Delegation Expenses**

i. Delegates attending Convention and/or Conferences shall be eligible for expenses reimbursements that are authorized by the Executive. Wages shall be paid for by the Union.

ii. Delegates attending Conventions and/or Conferences held outside of their bargaining unit Regional District shall receive a per diem allowance of \$60 for expenses, plus transportation to and from the Convention or Conference and lodging expenses.

iii. Delegates attending Conventions and/or Conferences held within their bargaining unit Regional District shall receive a per diem allowance of **\$45** for expenses, plus transportation to and from the Convention/Conference.

iv. For reimbursement of expenses other than per diem allowance, delegates shall be required to submit receipts with their expense voucher to the Secretary Treasurer.

#### **e) Other Expenses**

i. Members may receive a per diem and/or submit for reimbursement of their expenses for other events where Union leave is authorized by the Executive or for expenses incurred in the service of the Local.

ii. For reimbursement of these expenses, members shall be required to submit receipts with an expense voucher to the Secretary-Treasurer.

iii. All expenses must be submitted for reimbursement within two months of having occurred. Expenses submitted after two months will be paid at the discretion of the Executive.

### **12. DISBURSEMENTS**

The Union shall, at each Annual General Meeting, allocate amounts to the following funds. The Executive shall have complete discretion in the disbursement of these funds. Amounts not disbursed in one year shall not be carried over to the next.

#### **i. Charitable Organizations Fund**

This fund shall be made available to all local, regional, provincial and national

service organizations offering a broad range of services to the disadvantaged. Recipient organizations shall be well established and shall have a reputation for cost-effectiveness. No organization shall receive donations more than once during the term of an Executive.

**ii. Labour Organizations Fund**

This fund shall be made available to Unions requesting donations to their strike funds. Recipient organizations shall be required to spend the disbursement on strike pay only. No Union Local shall receive donations more than once during the term of the Executive. Disbursements shall be made only to Union locals in British Columbia. Priority shall be given to CUPE Locals. The Executive shall not attempt to judge the merits of any Union Local's strike, but shall disburse amounts consistent with the size of the Union Local.

**iii. International Relief Fund**

This fund shall be made available to all international organizations offering relief to disadvantaged populations. Recipient organizations shall be well established and shall have a reputation for cost effectiveness. No organization shall receive donations more than once during the term of an Executive.

**13. AFFILIATIONS**

The Union may affiliate with other organizations and send delegates to their meetings. Fees to affiliated organizations shall be included in the monthly dues.

**14. AMENDMENTS**

- a) Amendments to the Constitution and By-laws may be proposed by any member.
- b) This Constitution and By-laws shall not be amended except upon a two-thirds majority vote of those present and voting at a general meeting following seven days notice at a previous general meeting or at least sixty days written notice.

**15. CUPE NATIONAL CONSTITUTION**

Nothing in the Constitution or By-laws of the Union shall be interpreted in such a way as to conflict with the CUPE National Constitution.