

**CUPE LOCAL 391**

**BY-LAWS**

**APPROVED BY CUPE NATIONAL**

**June 4<sup>th</sup>, 2017 (In force June 22<sup>nd</sup>, 2017)**

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# **CUPE Local 391**

## **BY-LAWS**

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### **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.

The Local shall consist of the following bargaining units:

- Gibsons and District Public Library
- Sechelt Public Library
- Vancouver Public Library

### **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.

To promote the active involvement of as many members as possible through the sharing of duties and responsibilities.

### **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 all members shall be entitled to express their opinions freely within the processes established by these By-laws.

CUPE Local 391 respects and applies the CUPE National Equality Statement to all of the Local's activities. The CUPE National Equality Statement can be found in Appendix A to these By-laws.

CUPE Local 391 operates in compliance with the By-law provisions of the CUPE National Constitution and the following By-laws as adopted and approved by the Local and CUPE National.

## **5. MEETINGS**

### **a) General Meetings**

General meetings of the membership shall be held at least once every three (3) months. Notice of these general meetings shall be posted in all worksites at least one (1) week prior to the meeting date.

### **b) Unit Meetings**

Unit meetings of the membership may be called to deal with issues specific to each bargaining unit. Notice of unit meetings shall be posted in all unit worksites at least one (1) week prior to the meeting date.

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

### **c) Special Meetings**

Special meetings of the membership may be held at the discretion of the Executive and will require at least twenty-four (24) hours' notice. Such notice shall include the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

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 as follows:

- i.** By a minimum of twenty-three (23) members of the Union membership for a Vancouver Public Library (VPL) special meeting or a membership-wide special meeting, or
- ii.** By a minimum of four (4) members for a Gibsons and District Public Library (GDPL) special meeting, or

- iii. By a minimum of four (4) members for a Sechelt Public Library (SPL) special meeting.

Special meetings of the membership must be called by the 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 of the bargaining unit at least forty-eight (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 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 7.
- e) The Annual General Meeting, and all special meetings of the Union, shall be held at a time when seventy-five percent (75%) of the membership is not working and in a facility that will accommodate a minimum of thirty percent (30%) of the membership.
- f) Quorum for a general or special meeting of the general membership shall be twenty-three (23) members of the Union.

Quorum for a VPL unit or special meeting shall be twenty-three (23) members of the VPL unit.

Quorum for a GDPL or SPL unit or special meeting shall be four (4) members of the GDPL or SPL unit.

- g) All meetings of CUPE Local 391 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 B. These rules shall 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. In situations not covered by Appendix B to these By-laws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.
- 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.

## **6. NOMINATIONS**

- a) Nominators and nominees must be members of the Union in good standing.
- b) Nominations may be submitted to the Nominating Committee by any member of the Union. The Nominating Committee shall call for nominations from the membership eight (8) weeks before the Annual General Meeting. These nominations must be in writing and signed by one (1) nominator with the signed acceptance of the nominee for a specific position.

The slate of candidates shall be announced five (5) weeks before the Annual General Meeting, with a second call for further nominations. Members shall be notified of the slate of candidates to date one (1) week before the day of the Annual General Meeting.

- c) Nominations will be accepted from the floor at the Annual General Meeting. These nominations must have either written or oral acceptance of the nominee for a specific position.
- d) In the case of the GDPL bargaining unit, nominations will be accepted from the floor for a Chair and a GDPL Secretary at a unit Meeting held in the month prior to the Annual General Meeting.
- e) In the case of the SPL bargaining unit, nominations will be accepted from the floor for a Chair and an SPL Secretary at a unit Meeting held in the month prior to the Annual General Meeting.

## **7. ELECTIONS**

- a) All positions that have one (1) candidate shall be elected by acclamation.
- b) In cases where there are two (2) or more candidates for a position, a secret vote shall be held.
- c) Election shall be by simple majority.
- d) In cases where there are no nominees for a position, nominations and elections shall be held at subsequent general or unit meetings until the vacancy is filled.

- e) In the case of the GDPL bargaining unit, a Chair and a Secretary will be elected at a unit meeting held in the month prior to the 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.
- f) In the case of the SPL bargaining unit, a Chair and a Secretary will be elected at a unit meeting held in the month prior to the 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.

**8. OFFICERS**

- a) The elected Officers of this Union shall be a President, two (2) Vice-Presidents, a Secretary-Treasurer, a Recording Secretary, four (4) Members-at-Large, one (1) Gibsons Member-at-Large, one (1) Sechelt Member-at-Large and three (3) Trustees.
- b) There shall be an Executive consisting of the President, the two (2) Vice-Presidents, the Secretary-Treasurer, the Recording Secretary, the four (4) Members-at-Large and one (1) Gibsons Member-at-Large and one (1) Sechelt Member-at-Large.
- c) The term of office for each of the following positions shall be two (2) years on a rotating basis, elected as follows:

**Even Years**

President  
 Second Vice-President  
 Recording Secretary  
 Member-at-Large 1  
 Member-at-Large 2

**Odd Years**

Secretary-Treasurer  
 First Vice-President  
 Member-at-Large 3  
 Member-at-Large 4

The Gibsons and Sechelt bargaining units shall each elect one (1) Member-at-Large for a one (1) year term.

Each year the Union shall elect one (1) Trustee for a three (3) year period. The Trustee in the third year of their term shall be the Senior Trustee.

- d) All elected Officers of the Union will be elected directly to office.
- e) The new Executive assumes duties on June 1 following their election.

## **9. DUTIES OF OFFICERS AND EXECUTIVE**

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.

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

**a)** The President shall:

- i.** Enforce the CUPE National Constitution and these Local Union By-laws and the CUPE National Equality Statement;
- ii.** Interpret these By-laws as required;
- iii.** Oversee the operation of the Union and shall serve as the Chief Executive Officer of the Union. The President shall sign all official documents of the Local and preside at all meetings of the Local Union and preserve order;
- iv.** Decide all points of order and procedure (subject always to appeal by the membership);
- v.** Have a vote on all matters (except appeals against their rulings). In the case of a tie vote, the President may cast another vote or the President may refrain from casting an additional vote, in which case the motion is defeated;
- vi.** Ensure that all Officers perform their assigned duties;
- vii.** Appoint members to fill vacant positions on committees where such vacant positions are not filled by election. Such appointment shall be subject to approval by the Executive Board;
- viii.** Be a signing officer of the Local and ensure that the Local's funds be used only as authorized or directed by the CUPE Constitution, Local By-laws or vote of the membership;
- ix.** Serve as ex-officio member of all committees of the Local, including Bargaining and Labour Management Committees;
- x.** Be the primary spokesperson for the Local for the purpose of communicating with the media;
- xi.** Appoint a Membership Officer as required;
- xii.** Provide a President's Report at executive and general meetings;

- xiii.** Act as the CUPE Local 391 Privacy Officer.
- b)** A Vice-President shall:
- i.** Render assistance to any member of the Executive as directed by the Executive Board;
  - ii.** Be a signing officer of the Local;
  - iii.** When appointed by the Executive, perform the duties of the President in the absence of that officer;
  - iv.** If the office of the President falls vacant, be appointed by the Executive to perform the duties of the President until such vacancy is filled by by-election;
  - v.** When called upon by the President, discharge the duties of the President.
- c)** The Recording Secretary shall:
- i.** Keep full, accurate and impartial account of the proceedings of all regular or special membership and Executive Board meetings. 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;
  - ii.** Record all amendments and/or additions in the By-laws, and make certain that these are sent to the National President for approval prior to implementing;
  - iii.** Answer correspondence and fulfil other administrative duties as directed by the Executive Board;
  - iv.** Keep a record of all correspondence received and sent out;
  - v.** Prepare and distribute all notices to members;
  - vi.** Have all records ready on reasonable notice of the Trustees or auditors;
  - vii.** Preside over membership and Executive Board meetings in the absence of both the President and Vice-President;
  - viii.** Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds;



- ix.** Perform other duties required by the Local Union, its By-laws or the National Constitution.

(Article B.3.3)

**d)** The Secretary-Treasurer shall:

- i.** 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;
- ii.** Be a signing officer of the Local and ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union By-laws or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences;
- iii.** Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including one dollar (\$1.00) of each initiation fee on all members admitted, no later than the last day of the following month;
- iv.** 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;
- v.** Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices;
- vi.** Make a full financial report to meetings of the Local Union's Executive Board;
- vii.** Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- viii.** Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- ix.** Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one (1) other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated;

- x. 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;
- xi. Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National;
- xii. Where required, not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by the member during the preceding calendar year;
- xiii. Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds;
- xiv. Notify all members who are one (1) month in arrears and report to the Executive Board all members two (2) or more months in arrears in the payment of Union dues;
- xv. Present an annual budget for the approval of the membership each year.

(Articles B.3.4 to B.3.8)

**e) The Members-at-Large**

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 unit meetings. The GDPL Secretary shall perform the duties of the GDPL Chair in the absence of the GDPL Chair.

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 shall also be the Chair, main Union spokesperson and be responsible for calling unit meetings. The SPL Secretary shall perform the duties of the SPL Chair in the absence of the SPL Chair.

**f) The Trustees shall:**

- i. Act as an auditing committee on behalf of the members and audit the books and records of the Secretary-Treasurer, the Recording Secretary and the committees at least once every calendar year;

- ii. 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;
- iii. Make a written report of their findings to the first membership meeting following the completion of each audit;
- iv. Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;
- v. Ensure that proper financial reports have been given to the membership;
- vi. Audit the record of attendance;
- vii. Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership;
- viii. Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - (a) Completed Trustee Audit Program;
  - (b) Completed Trustees' Report;
  - (c) Secretary-Treasurer Report to the Trustees;
  - (d) Recommendations made to the President and Secretary-Treasurer of the Local Union;
  - (e) Secretary-Treasurer's response to recommendations;
  - (f) Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

**g) Meetings**

- i. Meetings of the Executive shall be held when deemed necessary, at least once a month. A quorum of the Executive shall be five (5) 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. Should any Officer fail to answer the roll-call for three (3) 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.

## **10. 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 unit meetings until the vacancy is filled.

## **11. DISPUTES**

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

(Articles B.11.1 to B.11.5)

## **12. COMMITTEES**

- a) There are multiple bargaining units represented in these By-laws, and each bargaining unit may have Local issues not applicable to the others, therefore it is recognized that each bargaining unit has the right to strike committees as appropriate.
- b) A special committee may be established for a specified purpose and a specified period of time by the Executive or by vote of the membership. One (1) member of the Executive Board shall sit on any special committee as an Executive Liaison.
- c) All committees shall be appointed by the Executive. These committees will elect their own Chair and Recording Secretary. The Executive Board shall review the membership of all special committees at the annual Think Tank meeting.
- d) The Executive shall consider continuity, diversity and fair representation from the Union when making appointment to all committees.
- e) 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.
- f) All committees shall report to the Executive at least once a year, and in writing to the membership at the Annual General Meeting. Annual written reports shall be submitted to the Executive at least two (2) weeks prior to the Annual General Meeting.

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

## **PERMANENT COMMITTEES**

### **Nominating Committee**

The Nominating Committee shall be a permanent committee of five (5) members appointed by the Executive. The Nominating Committee shall conduct elections in accordance with these By-laws and the CUPE National Constitution. Members of this committee shall not be eligible for nomination.

### **Bargaining Committees**

The function of each committee is to prepare collective bargaining proposals and to negotiate the collective agreement between the respective employers and bargaining units. The Bargaining Committees shall be appointed by the Executive at least six (6) months prior to the expiration of the collective agreement and shall be disbanded after the new collective agreement has been signed, printed and distributed.

The VPL Bargaining Committee shall be a permanent committee of six (6) members, four (4) to be appointed by the Executive, plus the President and one (1) Vice-President appointed by the Executive.

The GDPL Bargaining Committee shall be a permanent committee of three (3) members plus the President. Appointments to the GDPL bargaining unit committees will be made upon the recommendation from the Gibsons Member-at-Large.

The SPL Bargaining Committee shall be a committee of three (3) members plus the President. Appointments to the SPL bargaining unit committees will be made upon the recommendation from the Sechelt Member-at-Large.

### **Grievance Committees**

Each bargaining unit shall have a permanent Grievance Committee appointed by the Executive. The function of the committee is to investigate and process all grievances of their respective bargaining unit. Appointments to the GDPL Grievance Committee will be made upon the recommendation from the Gibsons Member-at-Large. Appointments

to the SPL Grievance Committee will be made upon the recommendation from the Sechelt Member-at-Large.

### **By-law Committee**

The By-law Committee shall be comprised of a Signing Officer of the Local, one (1) Trustee, three (3) members of the Local and the CUPE National Servicing Representative. The CUPE National Servicing Representative shall be a non-voting member of the committee and shall be consulted during the review process.

The By-law Committee shall:

- a) Review the By-laws as needed but no less than once every three (3) years and make recommendations to the Executive Board on proposed amendments;
- b) Review any proposed amendments received from the Executive Board or membership of Local 391 to ensure that the amendments conform to the remainder of the By-laws and the CUPE National Constitution;
- c) Review Local 391 policies to ensure conformity to the By-laws and the CUPE National Constitution.

### **13. DELEGATES TO CONVENTIONS AND CONFERENCES**

- a) The President of Local 391 or their designate shall be given first option to attend the CLC Convention, the BC Fed Convention and CUPE conventions.
- b) One (1) delegate credential shall be designated for either the Sechelt Unit Chair or the Gibsons Unit Chair to attend the CLC Convention, the BC Fed Convention and CUPE conventions when delegates are sent. The Executive Board shall, in consultation with the Unit Chairs, determine which Unit Chair shall be designated to attend each convention. In the event that the designated Unit Chair cannot attend, that Unit Chair shall designate an alternate from their Unit. In the event that no delegate is designated from that Unit, that credential shall be filled by election at a general membership meeting.
- c) Any remaining delegate credentials shall be filled by election at a general membership meeting.
- d) In the event there is no quorum at the general membership meeting, or should registration deadlines not permit an election to be held, the Executive shall select delegates.
- e) The Executive Board shall appoint delegates to conferences and educationals who will be chosen from active members, i.e. committee members, stewards, etc. All such appointments will be open to any member in good standing.

- f) The Local Union encourages the participation of all equity-seeking groups at conventions, conferences and educationals.
- g) Expenses for delegates to conventions and conferences are covered in Appendix C of these By-laws.

#### **14. DUES**

- a) There shall be an initiation fee of one dollar (\$1.00) for each new member of the Union. This is to be forwarded to the CUPE National Union.
- b) The regular monthly dues of each member shall be two percent (2%) of their gross monthly earnings.
- c) The initiation fee and two percent (2%) regular monthly dues shall be deducted by the respective employer and forwarded to the Secretary-Treasurer.

#### **15. FINANCES**

- a) 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.
- b) Any financial expenses, other than ordinary or budgeted expenses attributed to the operation of the Local, over three hundred dollars (\$300.00) must be voted on by the membership at a general meeting following a notice of motion.
- c) Refer to Appendix C of these By-laws for expenditures and reimbursement of expenses.

#### **16. 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.

#### **17. 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 (2/3rds) majority vote of those present and voting at a general meeting following

seven (7) days' notice at a previous general meeting or at least sixty (60) days written notice.

## **18. 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.