

# CUPE Local 391

## BY-LAWS

### TABLE OF CONTENTS

<b>SECTION</b>	<b>PAGE</b>
1. NAME .....	1
2. PURPOSE .....	1
3. MEMBERSHIP .....	2
4. DEMOCRATIC PRINCIPLES.....	2
5. MEETINGS.....	3
6. NOMINATIONS .....	5
7. ELECTIONS .....	6
8. OFFICERS .....	7
9. DUTIES OF OFFICERS AND EXECUTIVE .....	8
10. VACANCIES .....	16
11. DISPUTES .....	16
12. COMMITTEES.....	16
13. DELEGATES TO CONVENTIONS AND CONFERENCES .....	19
14. DUES.....	20
15. FINANCES.....	22
16. AFFILIATIONS .....	22
17. AMENDMENTS.....	22
18. CUPE NATIONAL CONSTITUTION .....	23
APPENDIX A: EQUALITY STATEMENT.....	24
APPENDIX B: RULES OF ORDER .....	25
APPENDIX C: FINANCIAL POLICY.....	30

# CUPE Local 391

## BY-LAWS

Approved by CUPE National  
December 23, 2021

### 1. NAME

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

The Local shall consist of the following bargaining units:

- Gibsons and District Public Library (GDPL)
- Sechelt Public Library (SPL)
- Vancouver Public Library (VPL)

### 2. PURPOSE

The objectives of the Union shall be:

To improve the social and economic welfare and safeguard the rights of its members without regard to individual identity.

To regulate 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.

To work to remove barriers and address challenges to employment and involvement in the Union for all its members, particularly all persons covered under protected classes of the Human Rights Code of British Columbia, including Indigenous peoples.

### **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.

A member in good standing is a member whose application for membership has been approved by a majority of members at a General Membership Meeting (or Unit meeting for members at GDPL or SPL), and who has taken the oath of membership found in clause B.8.4 of the CUPE National Constitution. Hereafter, all reference to members shall refer to members in good standing.

The local shall keep a record of members who have attended General Membership Meetings (or Unit meetings) and whose membership has been approved by the local.

### **4. DEMOCRATIC PRINCIPLES**

The democratic principles of unionism to which this Union subscribes require that all members shall be empowered to express their opinions freely within the processes established by these By-laws, while upholding the principles of the CUPE National Equality Statement.

CUPE Local 391 respects and applies the CUPE National Equality Statement to all 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 four (4) times per year. Notice of these general meetings shall be posted on the website and distributed to all members 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 and distributed to all members of the unit 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. Notice of these special meetings shall be posted on the website and distributed to all members.

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 for a strike or ratification vote. Voting may begin at the conclusion of the first meeting.

- Notice of a special meeting to conduct a strike vote shall be posted on the website and distributed to all members 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 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 the strike votes are binding on the bargaining unit.
  - Notice of a special meeting to conduct a ratification vote shall be posted on the website and distributed to all members of the bargaining unit at least twenty-four (24) hours prior to the meeting date. The Bargaining Committee for the respective bargaining unit, at such a meeting, must give a 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 the ratification vote 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 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/platform that will accommodate a minimum of thirty percent (30%) of the membership.

Quorum for a general or special meeting of the general membership shall be twenty-three (23) members of the Union, with at least two (2) members being from the Executive.

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.

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.

- f) Voting shall be by secret vote in the following circumstances:
  - i. Motion of non-confidence in the Executive
  - ii. Strike Vote
  - iii. Job action short of a strike, i.e. Day of protest, leaves without pay to support part-time staff, etcetera
  - iv. When a person introducing a serious, controversial motion requests a secret vote and a simple majority approves the holding of a secret vote

## **6. NOMINATIONS**

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

- b)** The Nominating Committee Chair 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, and submitted to the Nominating Committee Chair

The slate of candidates shall be announced five (5) weeks before the Annual General Meeting, with a second call two (2) weeks prior to the Annual General Meeting. The third and final call out for nominations will come at the Annual General Meeting.

- c)** Nominations will be accepted up to 24 hours before the election starts. 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 per position 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 with an electronic platform, approved by the Executive.
- c)** Election shall be by simple majority.
- d)** In cases where there are no nominees for a position, nominations and elections shall be held electronically. The first call out is to be made monthly,

the second call out is to be made one (1) week after receiving the first nomination, and the third and final call out will be made one (1) week after the second call out.

GDPL and SPL bargaining units will hold nominations and elections at their subsequent 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 vote.
- 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 vote.

## **8. OFFICERS**

- a) The elected Officers of this Union shall be a President, an Executive Steward, 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, Executive Steward 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

Vice-President 2

Recording Secretary

Member-at-Large 1

Member-at-Large 2

**Odd Years**

Executive Steward

Vice-President 1

Secretary-Treasurer

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 and the executive must uphold the tenets of the purpose statement in clause 2 of these By-laws and the CUPE National Equality Statement in Appendix A of these By-laws.

All signing officers Local 391 shall be bonded through the master bond held by CUPE National. Any officer who cannot qualify for the bond shall be disqualified from having signing authority.

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 and paid assistants 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;
- 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 needed as a member of all committees of the Local, including Bargaining and Labour Management Committees;
- x.** Be the primary spokesperson for the Local;
- 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) The Executive Steward shall:**

i. Chair the regular meetings of the Grievance Committee.

ii. Maintain the grievance files for the local so that information is kept available in one central location.

iii. Engage with members on grievance related matters and represent members in grievances as required in consultation with the President and the Grievance Committee.

iv. Engage, educate, and mentor new stewards in such areas as interpreting contract language or passing on grievance-handling skills.

v. Provide an Executive Steward's Report at executive and general meetings;

vi. Perform additional duties as directed by the Executive.

**c) A Vice-President shall:**

i. Render assistance to any member of the Executive;

ii. 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;

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.

**d) The Recording Secretary shall:**

- i. Keep full, accurate and impartial account of the proceedings of all regular or special membership and Executive meetings. These records must also include a copy of the full financial report (Executive meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record may 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;
- 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 meetings in the absence of both the President and Vice-Presidents;
- viii. Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds; will delegate tasks in points iii, iv, and v, as needed.
- ix. Perform other duties required by the Local Union, its By-laws or the National Constitution.

(Article B.3.3)

**e) 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.
- iii.** Sign all cheques, except for those to reimburse the Secretary Treasurer. In consultation with the Executive, designate a signing officer during prolonged absences;
- iv.** 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, and one dollar (\$1.00) of each re-admission fee, on all members admitted, no later than the last day of the following month;
- v.** 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;
- vi.** Record all financial transactions in a manner acceptable to the Executive and in accordance with good accounting practices;
- vii.** Make a full financial report to meetings of the Local Union's Executive;
- viii.** Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period;

- ix.** Be bonded through the master bond held by CUPE National. A Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- x.** Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by two (2) signing officers. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated;
- xi.** 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;
- xii.** Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National;
- xiii.** 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;
- xiv.** Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds;
- xv.** Notify all members who are one (1) month in arrears and report to the Executive all members two (2) or more months in arrears in the payment of Union dues;
- xvi.** Present an annual budget for the approval of the membership each year.

(Articles B.3.4 to B.3.8)

**f) The Members-at-Large shall:**

- i. 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.

**g) 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 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.

(Articles B.3.10 to B.3.12)

#### **h) Meetings**

- i.** Meetings of the Executive shall be held when deemed necessary, at least twelve (12) times per year. A quorum of the Executive shall be six (6) 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.** If an Officer fails to attend three consecutive General Membership (or Unit) meetings or three consecutive executive meetings without good and sufficient reason, their office will be declared vacant and filled following the process outlined in section 6.b., 6.d., or 6.e. of these By-laws as appropriate.



## **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 electronically. The process will follow that outlined in section 6.b., 6.d., or 6.e. of these By-laws as appropriate.

## **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.

(Article B.11.1)

## **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 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, except for the Grievance Committee, and Recording Secretary. The Executive shall review the membership of all special committees at the annual Think Tank meeting.
- d) The Executive shall consider continuity, diversity and equitable representation from the Union when making appointments to all committees.

- e) The President shall serve as needed as a member of 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. Failure to submit the Committee report without a good and sufficient reason will result in consequences to be decided by the Executive, up to and including dissolution of the Committee.
- 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 opposing members may issue a report as a means of recording their opposite views. An opposing 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 composed of one (1) permanent chair and four (4) ad hoc members to be appointed by the Executive. The Nominating Committee shall conduct elections in accordance with these By-laws and the CUPE National Constitution. The Nominating Committee will encourage equity seeking and underrepresented members to run for all positions. 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. There will be no more than two signing officers on the committee at one time.

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.

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

## **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. Grievance reports shall be presented to the Executive as well as to the membership, and the National Servicing Representative shall also receive copies.

## **By-law Committee**

The By-law Committee shall be comprised of the Secretary Treasurer, 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 on proposed amendments;
- b)** Review any proposed amendments received from the Executive 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.
- d)** When reviewing the By-laws, the committee will apply a Justice, Equity, Diversity, and Inclusion lens, and seek outside consultation as needed with the approval of the Executive.

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

- a)** The Executive shall determine the number of delegate spots the local will fill.
- b)** 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.
- c)** A Vice President or their designate shall be given second option to attend the CLC Convention, the BC Fed Convention and CUPE conventions.
- d)** 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 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 following section 13.e. of these By-laws.

- e) Any remaining delegate credentials shall be filled by a vote of the membership run by the Executive, outside of the election process (section 6 and 7 of these By-laws). Applications will be accepted up until one (1) week before the beginning of the voting period.
- f) If an alternate delegate position is sent, it will be filled by the Executive with applications accepted up until one (1) week before the beginning of the voting period.
- g) Should registration deadlines not permit a vote to be held, the Executive shall select delegates.
  - The Executive 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.

- h) The Union encourages the participation of all equity-seeking groups at conventions, conferences and educationals.
- i) 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. There shall also be a readmission fee of one dollar (\$1.00) for any member who has left the local and subsequently returns. These are 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.
- d)** The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of a least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

(Article B.4.3)

- e)** Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

- f)** A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive by the Secretary-Treasurer. The Executive will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local. The readmission fee cannot be less than the initiation fee of the Local.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

(Article B.8.6)

## **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. A notice of motion must be submitted one week before the Executive's regular meeting.
- 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 By-laws may be submitted by any member to the By-law Committee for consideration.
- b) These By-laws shall not be amended except upon a two-thirds (2/3rds) majority vote held electronically following seven (7) days' notice at a previous general meeting or at least sixty (60) days written notice.
- c) As per Article B.5.1 of the National constitution, changes to By-laws cannot go into effect until approved by the National President.

## **18. CUPE NATIONAL CONSTITUTION**

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



## APPENDIX A: EQUALITY STATEMENT

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.



MARK HANCOCK  
National President



CHARLES FLEURY  
National Secretary-Treasurer

**CUPE** | Canadian Union  
of Public Employees

## **APPENDIX B: RULES OF ORDER**

The rules of Order of CUPE 391 shall be Bourinot's Rules of Order.

The rules of Order and Business shall be as follows. If any of the following rules of order are in contradiction to the Constitution of the Canadian Union of Public Employees those of the Constitution shall apply.

### **ORDER OF BUSINESS**

1. Territorial Acknowledgement
2. Roll Call of Officers
3. Equality Statement
4. Voting on new members and initiations
5. Adoption of minutes of previous meeting
6. Matters arising out of minutes
7. Correspondence and communications
8. Treasurer's Report
9. Executive Board Reports
10. Reports of Committees and Delegates
11. Nominations, Elections & Installations
12. Unfinished Business
13. New Business
14. Good of the Union
15. Adjournment

1. The President will be the Chairperson at all membership meetings. In the absence of the President, a Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-Presidents, the Secretary-Treasurer will be the Chairperson at the membership meeting. In the absence of the President, Vice-Presidents and Secretary-Treasurer, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members shall speak no more than (3) minutes at any one time, or more than once on the same question, until all members wishing to speak have had an opportunity to do so.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.

10. At the request of a member, and upon a majority vote of those present, a motion which contains more than one action or issue can be divided.
11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise, and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. A speakers list will be kept, and, in all cases, the Chairperson will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule 1.

18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote, or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to:
  - 1) adjourn
  - 2) put the previous question
  - 3) lay on the table
  - 4) postpone for a definite time
  - 5) refer
  - 6) divide or amend.

These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.

20. The Chairperson will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to briefly state the basis for the appeal. The

Chairperson will then briefly state the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.

25. At a membership meeting where a question has been decided, any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members can leave a meeting with the permission of a Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.
28. All rules and proceedings of debate not herein provided for, shall be defined in the Constitution of the Canadian Union of Public Employees.

## **APPENDIX C: FINANCIAL POLICY**

CUPE 391's Financial Policy is based on the following governing documents:

- CUPE National Constitution
- CUPE Local 391 By-laws
- CUPE National Financial Officers Handbook

CUPE 391 funds can only be spent for valid purposes, under the following circumstances:

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a general membership meeting;
- When CUPE 391 bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at an executive, general or special membership meeting, excluding unit special meetings.

### **CREDIT CARDS**

CUPE 391 may maintain one (1) credit card account for the authorized expenditures listed below. The CUPE 391 President or their designated signing officer shall be the cardholder.

#### Authorized Credit Card Expenditures:

- Travel
- Accommodation
- Meals
- Registration for education, conferences, and conventions
- Purchases and/or subscriptions where payment by cheque is not possible

All credit card expenditures shall be supported by receipts and/or invoices. Any credit card expenditures not supported by receipts and/or invoices shall be the responsibility of the cardholder.

Any accruals under a credit card rewards program are the property of CUPE 391 and can only be used for the benefit of CUPE 391.

The credit card is not to be used for incidental expenses that are normally covered by an expense claim.

Cash advances on the CUPE 391 credit card are not authorized. The cardholder will be responsible for repaying CUPE 391 for any cash advances, including any service charges and interest.

## **SYMPATHY GIFTS**

The Union may send flowers or a gift basket, or make a charitable donation not to exceed eighty dollars (\$80.00) 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 (2) weeks).
- ii. As an expression of sympathy in the case of bereavement in the immediate family of a Union member (Immediate family as defined in the Collective Agreement with Vancouver Public Library under “Compassionate Leave.”)

## **RECOGNITION OF SERVICE**

When the Union is informed, members of the Union who are retiring or leaving the service of the employer shall receive a gift, the value of which shall be calculated on the following basis:

- i. For six (6) to ten (10) years of service as a Union member: fifty dollars (\$50.00) plus an additional ten dollars (\$10.00) for each year above six (6);
- ii. For eleven (11) years of service to retirement as a Union member: one hundred dollars (\$100.00) plus an additional ten dollars (\$10.00) for each year above eleven (11) to a maximum of two hundred and fifty dollars (\$250.00).
- iii. Since January 2012, CRA considers any cash or near cash (such as a gift card) to be either taxable income or a taxable benefit from the first dollar, and therefore subject to applicable withholding taxes and reporting on either a T4 or a T4A, depending on the circumstances of payment. As such, CUPE 391 does not consider them acceptable gifts.



The Union shall contribute one hundred and twenty-five dollars (\$125.00) to a party for members of the Union who are retiring or leaving the service of the employer after eleven (11) years or more of service, who express a desire for such a party. The party shall be organized by members. This contribution can be used to cover costs for the party, excluding any costs for alcoholic beverages.

## **DEATH OF A UNION MEMBER**

In the event of the death of an active member, the Union shall spend up to three hundred dollars (\$300.00) to memorialize the member at the discretion of the Executive.

## **MEMBER EXPENSES**

### **i. Wages**

Lost wages for scheduled hours of work for members on Union leave of absence pre-authorized by the Executive shall be repaid at cost directly to the Employer only. Wage loss shall not be paid directly to individuals.

### **ii. Per Diems and Accommodation**

Delegates attending conventions and / or conferences held at locations that are fifty (50) or more kilometers from their home address, and / or delegates traveling from Gibsons or Sechelt to the Lower Mainland for conventions, conferences and educationals shall receive a per diem allowance of sixty dollars (\$60.00) plus accommodation. Where possible accommodation shall be at a unionized hotel.

Delegates attending conventions and/or conferences whose home address is less than fifty (50) kilometers away from the convention/conference location shall receive a per diem of forty-five dollars (\$45.00).

Members attending Union authorized events who are not eligible to receive per diems shall be reimbursed for meals upon presentation of receipts. Meal

reimbursement shall not include alcohol. Meal reimbursement shall not exceed the amounts listed below:

Breakfast---- Fifteen dollars (\$15.00)

Lunch -----Twenty dollars (\$20.00)

Supper-----Twenty-five dollars (\$25.00)

The per diem rate shall be reduced to ten dollars (\$10.00) for delegates attending educationals where all meals are provided.

### **iii. Dependent Care**

If required, dependent care shall be paid outside of regular working hours. Upon proof of payment a maximum rate of twenty dollars (\$20.00) per hour to a maximum of three hundred twenty dollars (\$320.00) per day (which includes travel time) shall be reimbursed. All dependent care expenses must have prior approval of the Executive. Claims will not be paid for a spouse, partner or family member who normally provides care without charge.

### **iv. Mileage & Parking**

The rate for mileage is the same as for Vancouver Public Library. Parking is paid for when supported by a receipt.

Mileage and parking are paid:

- To Executive Committee members for attending executive meetings on their day off
- To Executive Committee members who attend Executive meetings after work
- To union members who must travel between two (2) or more sites to do union business
- To union members attending educationals, conferences, conventions, and committee meetings of affiliated organizations

### **v. Other Expenses**

Members may receive a per diem 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.

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

All expenses must be submitted for reimbursement within two (2) months of having occurred. Expenses submitted after two (2) months will be paid at the discretion of the Executive.

## **SALARIES AND EXPENSES**

### **Book-Off**

1. The President will be a full-time, paid Officer of CUPE Local 391, booked off their job for the term of office either at their regular rate of pay, or at the Pay grade 27 Step 5 rate, whichever is higher.
  - President's Per Diem: For each working day, the President may claim a ten dollar (\$10.00) per diem to cover incidental expenses.
  - President's work week: Defined as up to 40 hours a week averaged over a calendar year.
2. The Executive Steward will be a part-time, paid Officer of CUPE Local 391, booked off their job for the term of office either at their regular rate of pay or the Pay Grade 22 Step 5 rate, whichever is higher.
3. The Administrative Assistant will be booked off their job at the Pay Grade 18 Step 5 rate. The number of hours will be determined by the Executive.

## **DONATIONS**

The Union shall, at a general meeting each year, allocate an amount to be used for donations. The Executive shall vote on individual donations to organizations following the criteria below. Amounts not disbursed in one (1) year shall not be carried over to the next.

### **Local Organizations Fund**

This fund shall be made available to organizations operating primarily in British Columbia offering a broad range of services to populations that are or have been made vulnerable. Recipient organizations shall be well established and shall have a reputation for cost effectiveness. No organization shall receive donations more than once during a calendar year.

### **Labour Organizations Fund**

This fund shall be made available to Unions on strike requesting donations. No Union local shall receive donations more than once during a calendar year. Disbursements shall be made only to Union locals in Canada. 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.

(Article B.4.4)