

CUPE LOCAL 1260



Bylaws, Policies and Procedures **School District #35 Langley**

December 2025

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C.U.P.E. Local 1260

Bylaws

PREAMBLE

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed, to promote efficiency in public employment and to manifest its belief in the value of unity of organized labour, this local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following **bylaws** are adopted by the Local pursuant to, and to supplement, Appendix “B” (**Bylaws** Governing Chartered Organization) of the CUPE. National Constitution, to safeguard rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations’ activities. The CUPE National Equality Statement can be found in Appendix A to these bylaws. The Local Union Code of Conduct can be found in Appendix B to these bylaws.

Articles referred to are from the CUPE National Constitution.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees Local Number 1260 (School District No. 35 Langley).

SECTION 2 – OBJECTIVES

The objectives of Local 1260 are to:

1. Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members.
2. Support CUPE to reaching the goals set out in the CUPE Constitution, Article II (Goals).
3. Provide the opportunity for its members to influence and shape their future through free democratic trade unionism.
4. Encourage the settlement by negotiation and mediation of all disputes between the members and their employer.

5. Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears.
6. Establish strong working relationships with the public we serve and the communities in which we work and live.

SECTION 3 – INTERPRETATION AND DEFINITIONS

1. Numbers in Articles at the end of sections or subsections refer to relevant articles of the current CUPE Constitution which should be read in conjunction with these **bylaws**.

SECTION 4 – MEMBERSHIP MEETINGS

Regular and Special

1. Regular membership meetings shall be held each month on the second Monday with the exception of July, August and December. In exceptional circumstances or if a statutory holiday intervenes, the meeting will be held on the following Monday.
2. Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than twelve (12) members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given out.
3. A quorum for the transaction of business at any regular or special meeting shall be twelve (12) members including at least three (3) members of the Executive Board.
4. The order of business at regular membership meetings is as follows:
 - a. Call to Order
 - b. Territory Recognition
 - c. Roll Call of Officers
 - d. New members/initiation
 - e. Reading of Equality Statement
 - f. Read and approve minutes
 - g. Matters arising from the minutes
 - h. Secretary-Treasurer's report

- i. Communications and correspondence
- j. Executive Board (President & Vice-Presidents) reports
- k. Reports of Committees
- l. Nominations, elections, or installations
- m. Unfinished business
- n. New business
- o. Discussion period/Good of the Union
- p. Adjournment

SECTION 5 – EXPENDITURE OF FUNDS

1. Expenditures of Local 1260 shall be only for the purpose of the business of the Local, as authorized by the **bylaws** of this Local or as duly authorized by majority vote of the membership at a regular or special meeting of the Local.
2. **Approved budgeted expenses shall be paid without membership approval. Any expenditure outside of the budget, up to \$500, can be paid at the discretion of the Executive Board.**
3. In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE *greater* than **\$500.00** a notice of motion must be made at a regular membership meeting and then approved at the following regular membership meeting before the grant or contribution can be paid out. All expenditures of a Local Union are subject to Article B.4.4 of the CUPE National Constitution which states that funds may only be used for valid Local Union purposes.
2. Any financial motion exceeding \$500 must be submitted to the Executive, in writing, a minimum of 30 days prior to the next general meeting.

SECTION 6 – OFFICERS

1. The Officers of the Local shall be the President, **1st Vice President, 2nd Vice President (Administrative),** Secretary-Treasurer, Recording Secretary, **six (6) Executive Shop Stewards, of which one will be a Diversity, Equity and Inclusion (DEI) Executive Shop Steward,** and three (3) Trustees. All Officers shall be elected by the membership.
2. The election of the President, **2nd Vice President (Administrative)** and Recording Secretary shall take place every odd numbered year with the even numbered years being set for the election of the **1st Vice-President** and Secretary-Treasurer. These executive positions shall be elected for a two-year term.

3. There will be **six (6) Executive Shop Steward** positions. The terms of office for **Executive Shop Steward** members shall be for a period of two years. The election of three positions will take place every **year**.
4. Trustees shall be elected for a three-year term with each Trustee's position being filled on a rotating yearly basis.

SECTION 7 – EXECUTIVE BOARD

1. The Executive Board shall be comprised of all Officers, except Trustees. The Table Officers shall be comprised of the President, **1st Vice President, 2nd Vice President (Administrative)**, Secretary-Treasurer and Recording Secretary.
2. The Executive Board shall meet before membership meetings at least once a month.
3. A majority of the Executive Board constitutes a quorum.
4. The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.
5. The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
6. All charges against a member or Officer must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
7. Should any Executive Board member fail to answer the roll-call for three (3) consecutive regular membership meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons for those failures, their Office shall be declared vacant and shall be filled by an election at the following membership meeting.

SECTION 8 – DUTIES OF OFFICERS

1. All Officers must give all properties, assets, funds and all records **including written and electronic communication**, of the Local Union to their successors at the end of their term of office.
2. All signing Officers of Local 1260 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.
3. **The President shall:**

- a. enforce the CUPE National Constitution, these Local **bylaws** and the Equality Statement
- b. preside at all membership and executive board meetings and preserve order
- c. decide all points of order and procedure (subject to appeal by the membership)
- d. have a vote on all matters (except appeals against their rulings)
- e. ensure that all Officers perform their assigned duties
- f. fill committee vacancies for which elections are not provided for
- g. introduce new members and conduct them through the initiation ceremony
- h. sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union **bylaws**, or vote of the membership
- i. supervise all activities of the Local Union
- j. represent the Local Union to the public officials, unorganized employees and the general public
- k. sign all necessary papers in the name of the Local Union
- l. know the Local Union thoroughly, its programs and the wishes of its members
- m. know the positions of the members well enough so that they can bargain with the employer on their behalf
- n. have first preference as a delegate to all conventions
- o. be empowered to employ necessary clerical or other assistance to be paid for out of the Local's funds
- p. be granted leave as per the Collective Agreement

4. The 1st Vice-President shall:

- a. if the President is absent, not eligible or incapacitated, perform all the duties of the President
- b. if the office of the President falls vacant, assume the duties of the Office until an election can be held
- c. render assistance to any of the Executive Board as directed by the Executive Board
- d. preside over membership and Executive Board meetings in the absence of the President
- e. serve as a member ex-officio of standing committees
- f. ensure that the Site Liaisons and Executive **Shop Stewards** are performing their duties

- g. protect the rights and interests of all the Local members
- h. provide communication and information from members in the Local to the Executive and from the Executive to the members
- j. keep full and accurate record of all job postings and job descriptions of Local members
- k. at the request of the Executive **Shop Stewards** or Site Liaisons, be present at any meeting with members
- l. assign the work of Site Liaisons as required
- m. have preference as a delegate to all conventions**
- n. be granted leave as per the Collective Agreement**

5. The 2nd Vice-President (Administrative) shall:

- a. provide office administration**
- b. render assistance to any of the Executive Board as directed by the Executive Board**
- c. preside over membership and Executive Board meetings in the absence of the President and 1st Vice President**
- d. protect the rights and interests of all the Local members**
- e. scheduling and note taking for member rep meetings**
- f. electronic note taking for all meetings with employer and ensuring accurate records are kept**
- g. maintain document database in Union 365**
- h. JEIS management**
- i. have preference as a delegate to all conventions**
- j. be granted leave as per the Collective Agreement**

6. The Secretary-Treasurer shall:

- a. 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
- b. sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- c. prepare all for CUPE National per capita tax forms and remit payment
- d. 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

- e. record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices
- f. be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- g. pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated
- h. make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited at least once each calendar year
- i. provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE National
- j. respond in writing within a reasonable time to any recommendations or concerns raised by the Trustees during their audit
- k. make a full financial report to the Local Union on a monthly basis at Executive Meeting and General Membership Meeting, detailing all income and expenditures for the period.
- l. make a written financial report to each regular membership meeting, detailing all income and expenditures for the period
- m. be empowered, with the approval of the Executive and membership, to employ necessary clerical or other assistance to be paid for out of Local 1260 funds
- n. complete CUPE's Financial Officer's Training as soon as possible.
- o. where required, not later than February 28th 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 them during the preceding calendar year.
- p. notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.

7. The Recording Secretary shall:

- a. 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

- b. record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing
- c. answer correspondence and fulfill other administrative duties as directed by the Executive Board
- d. act as liaison for the Local's communications committee
- e. file a copy of all letters sent out to members and keep on file all communications
- f. prepare and distribute all notices to members
- g. have all records ready on reasonable notice for auditors and Trustees
- h. be empowered, with the approval of the Executive and membership, to employ necessary clerical or other assistance to be paid for out of the Local's Union funds
- i. maintains current membership lists
- j. performs other duties as required by the local union, its **bylaws** or the National Constitution

8. Executive Shop Stewards shall:

- a. perform such duties as required by the local union
- b. perform member representation as required
- c. meet regularly with the Vice-President
- d. be a member of the grievance committee
- e. attend relevant CUPE training
- f. liaise with stewards
- g. serve as a member(s) of standing committee(s)

9. Diversity, Equity, and Inclusion Executive Shop Steward shall:

- a. **identify as a member of the following communities: pink triangle, person with disabilities, racialized worker, or indigenous**
- b. **perform such duties as required by the local union**
- c. **perform member representation as required**
- d. **meet regularly with the Vice-President**
- e. **be a member of the grievance committee**
- f. **attend relevant CUPE training**
- g. **liaise with stewards**

h. serve as a member(s) of standing committee(s)

10. The Trustees shall:

- a. act as an auditing committee on behalf of the members and audit the accounts of the Secretary-Treasurer, Recording Secretary, and the Standing Committees annually unless otherwise directed by the National Office
- b. report in writing to the Executive Board any recommendations and/or concerns they feel should be reviewed
- c. report their findings in writing at the first membership meeting following the completion of each audit
- d. 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.
- e. be responsible to ensure that monies are not paid out without proper constitutional or membership authorization
- f. ensure that proper financial reports are made to the membership
- g. audit the record of attendance
- h. inspect, at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles of deeds to property that may at any time be owned by the Local, and report their findings to the membership
- i. use audit forms supplied by the National Office and send a copy of each audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution
- j. Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - i. Completed Trustee Audit Program
 - ii. Completed Trustees' Report
 - iii. Secretary-Treasurer Report to the Trustees
 - iv. Recommendations made to the President and Secretary-Treasurer of the Local Union
 - v. Secretary-Treasurer's response to recommendations
 - vi. Concerns that have not been addressed by the Local Union Executive Board.
- k. complete CUPE's Financial Officer's Training as soon as possible

SECTION 9 – SITE LIAISONS

1. Site Liaisons shall:

- a. connect members of CUPE 1260 with Executive Shop Stewards**
- b. meet regularly with the Vice-President
- c. distribute information from the local to members at their site**
- d. keep on-site CUPE 1260 bulletin board up to date**

2. Site Liaisons shall be **approved** by the **Vice President** subject to support of a majority of the fellow members of their work unit.

SECTION 10 – HONOURARY RETIRED MEMBERS

In accordance with CUPE National Constitution Article B. 10. 1
an Honourary Card Holder:

- a. May attend and speak at General Membership meetings.
- b. May not vote, make motions, be elected to any committees

SECTION 11– RELEASE TIME AND HONORARIUMS

1. The President's position shall be a full-time 12 month position based on a 35 hour work week.
2. The 1st Vice President position shall be a full-time position based on a 35 hour work week.
- 3. The 2nd Vice President position shall be a full-time position based on a 35 hour work week.**
4. The Secretary-Treasurer shall be entitled to book off of work the equivalent of 7 hours per week or regular posted daily hours with additional time as needed if approved by the Executive.
5. The Recording Secretary shall be entitled to book off of work the equivalent of 14 hours per week or regular posted daily hours with additional time as needed if approved by the Executive.
6. Table Officers who are in lay off shall receive a per diem **per the CUPE BC expense policy** on days required to perform the business of the Union, and will not exceed number of days of entitlement identified in 1-4 above.

7. After each **school** year of service, **all members of the Executive Board** shall receive an honorarium of five hundred (\$500.00) dollars paid in the month of June.
8. If the average annual membership should fall below 600, then this policy would be reviewed.
9. After each **school** year of service, **the** Trustees shall receive an honorarium of one hundred (\$100.00) dollars per year, paid in the month of June.
10. Each member attending a meeting/workshop on behalf of the Union outside of the regular membership meetings and beyond regular working hours shall receive a meeting fee plus mileage **as per CUPE BC's expense policy**. Any member attending such a meeting/workshop in excess of two and a half (2.5) hours duration shall be paid an additional **meeting fee**.
11. Each member attending a function on behalf of the Union is entitled to be reimbursed for receipted expenses incurred, plus mileage. Mileage shall be set as per CUPE BC policy.
12. A member of the local required to perform or attend affiliated local business outside of their regular working hours with exception of the monthly Executive meeting, general meeting and member engagement social events will receive reimbursement of up to \$20 per hour for a maximum of 2 hours to cover the cost of childcare needed to attend to the business **as per CUPE BC's expense policy**. Members are to consider the cost to the local and make every effort to find alternate care or bring their child(ren) to conduct the business where appropriate such as committee meetings. Any business held virtually will be exempt from this policy. Receipt of payment from the childcare provider must be provided for reimbursement. Another parent or regular caregiver who typically provides the service at no cost will not be eligible for reimbursement.

SECTION 12– FEES, DUES AND ASSESSMENTS

1. Each application for membership in the Local shall be directed to the **Recording Secretary**. Payroll shall deduct and remit to the Secretary-Treasurer a one time initiation fee of ten (\$10.00) dollars, which shall be in addition to monthly dues. If the application is rejected the fee shall be returned.

2. The monthly dues shall be 2% (percent) of regular wages.
3. Changes in the levels of the Initiation Fee or Monthly Dues can be affected only by following the procedure for amendment of these **bylaws**, with the additional provision that the vote must be by secret ballot.
4. Notwithstanding the above provisions, if the C.U.P.E. Convention raises the minimum fees and/or dues above the level herein established, these **bylaws** will be deemed to have been automatically amended to conform to the new C.U.P.E. minimal.
5. Special assessments may be levied in accordance with the C.U.P.E. Constitution. Article B.4.2

SECTION 13– NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

1. Nomination

Nominations shall be received at the regular membership meeting held in the month of April only. To be eligible for nomination, a member shall be a member in good standing and must have attended three (3) or more regular membership meetings during the current school year. Exemptions may be granted by the membership for extenuating circumstances. If no member in good standing meets the requirement of 3 meetings they will be allowed to stand for a position if no others were nominated. No nomination shall be accepted unless the member is in attendance at the April meeting or has alleged to be filed at the same meeting their consent in writing, duly witnessed by another member.

2. Elections

- a. At least one month prior to Election Day, the Executive Board will appoint an Elections Committee consisting of a Chief Returning Officer and two (2) assistants. The committee will include members of the Local Union who are neither Officers nor candidates for office. **The Elections Committee, upon its appointment by the Executive Board, will then be confirmed by the membership at a General or Special Membership Meeting.**
- b. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative

assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.

- c. The Elections Committee shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- d. The Returning Officer shall be responsible for issuing, collecting, and counting the ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
- e. The voting shall take place at a regular membership meeting in May. The votes shall be by secret ballot. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- f. A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped.
- g. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting. Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 4 (3).
- h. All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Chief Returning Officer in conjunction with the Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

3. Installation of Officers

- a. All duly elected officers shall be installed at the June Membership meeting and shall continue in office for two (2) years or until a successor has been elected and installed. No term of office, except for Trustees, shall be longer than two (2) years. The terms of office for Trustees shall be as laid down in the CUPE Constitution, Article B.2.4.
- b. Incoming President shall be entitled to book off work starting the day following installation until the last day of school worked in June **for transition training**. Current/outgoing President's position shall continue to be a 35-hour work week until last day of June.

4. Oath of Office

A candidate who is elected to office must clearly communicate or affirm this oath:

“I, _____, promise to perform the duties of my office as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example.

I also promise to turn over property of the Union to my successor at the end of my term.” (*CUPE Constitution 2025, Article 10.7*)

5. By-Elections

Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.

SECTION 14 – DELEGATES TO CONVENTIONS, CONFERENCES, & EDUCATIONALS, AND AFFILIATES

1. C.U.P.E. Conventions, Conferences, Educational, **and Affiliates** Delegates can be approved at the discretion of the Executive with the concurrence of the Secretary-Treasurer. The membership shall be advised at the next regular meeting of such decisions.
2. All delegates attending Conventions, Conferences, Educationals **or Affiliates** shall be paid transportation expenses (economy, tourist, or coach rates) and a per diem for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages. When overnight accommodation is required, this expense shall be covered by the Local Union. Per Diem will be paid as per current CUPE BC rates as per the CUPE BC Expense Policy.
3. Delegates shall receive the current mileage rate paid by CUPE BC when required to use their own vehicle to attend Conventions, Conferences and Educationals.

4. In order to strengthen the labour movement and work toward common goals and objectives, CUPE 1260 shall be affiliated to, and pay per capita tax to, the following organization(s):

CUPE British Columbia
Fraser Valley District Council
CUPE K-12 Presidents Council
Fraser Valley Labour Council

SECTION 15 – COMMITTEES

Members of committees must provide a written report to the Recording Secretary after each committee meeting attended. Members must attend at least three (3) General Membership Meetings per year to be available to answer any questions that arise.

1. Negotiating Committee

- a. This shall be a special ad hoc committee established at a regular meeting at least one year prior to the expiry of the Collective Agreement. The function of the Committee is to prepare collective bargaining proposals and to negotiate a Collective Agreement.
- b. The Committee shall consist of **seven (7) members**; of which two (2) shall be the President and the 1st Vice President, **two (2) Executive Shop Stewards, two (2) members**, (1) alternate. **In the event that the President or 1st Vice President's office is vacated, the member who vacated the office may continue on the Negotiating Committee as an additional member.** The CUPE National Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership. To be eligible for nomination a member shall be a member in good standing and must have attended three (3) or more regular membership meetings during the past 12 months unless a valid reason, acceptable to the local, is given for non-attendance by the *next* regular membership meeting.
- c. All members of the Negotiating Committee will be required to complete CUPE's collective bargaining Educationals.

2. Special Committees

A special ad hoc committee may be appointed for a specified purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may be appointed by the President or

the Executive Board. One member of the Board may sit on any Special Committee as an ex-officio member.

3. Standing Committees

A member of the Executive may be a member, ex-officio of any committee.

A. Grievance Committee (CUPE)

- i. The Committee shall be comprised of the Vice-President and all Executive **Shop Stewards**, with the exception of the President of the Local. Any Executive **Shop Steward** on the Grievance Committee must not participate in the Committee decision for any grievance that applies to them specifically. The Vice-President shall be the Chairperson of the Committee. The Committee shall appoint its secretary from among its members.
- ii. This Committee shall process any grievance which is not in a clear violation of the Collective Agreement and its report shall be submitted first to the Executive Board, with a copy to the CUPE National Representative, and then to a membership meeting.
- iii. Grievances must be in writing and signed by the complainant or complainants, as provided for in the Collective Agreement.
- iv. **Grievance Appeal Process**
Once a decision of the Grievance Committee has been made, any affected members will be contacted, in writing, by the President of the union, outlining the decision of the committee and the reasons for the decision. The letter will be sent to the affected members within 10 days of the decision of the Grievance Committee and will outline the process for appealing the decision. Appeals of decisions made by the Grievance Committee must be made, in writing, within thirty (30) days of the date of the correspondence sent to the affected member/s by the President of the Union.
~ Appeals must be addressed to the President of the Union.
~ Appeals must include any new information, particulars and/or specifics that the member/s is relying on for the appeal.
The Grievance Appeals Committee will consist of the President; the Recording Secretary; and the Secretary Treasurer.
The decision of the Appeals Committee will be sent to affected

members, in writing, within 10 days of the decision of the Appeals Committee.

B. Joint Job Evaluation Committee (District)

- i. The committee shall be comprised of two members and two alternates. The President shall sit ex-officio on this committee.
- ii. The committee shall be appointed by the Executive. The **Executive** shall appoint one Committee member and an alternate for a two-year period.
- iii. Committee members **and alternates** shall be required to take CUPE Job Evaluation training as soon as possible.

C. District Health & Safety Committee (District)

- i. The committee shall be comprised of **four (4) members, one (1) Executive Shop Steward, one (1) member**, and two **(2)** alternates. The President **or designate** shall sit ex-officio on this committee.
- ii. The committee shall be elected by the membership at the **June** October membership meeting. The terms of office for Committee members and alternates shall be so that one serves for a period of two years and one for one year. Each year thereafter, the Local Union shall elect one Committee member and an alternate for a two-year period.
- iii. Committee members shall be required to take Union Health and Safety training as soon as possible.

D. Occupational Health & Safety Committee (CUPE)

- i. The committee shall be comprised of OH&S site members.
- ii. The committee shall be chaired by the Executive Member that sits on the District Health & Safety Committee.

E. 2SLGBTQ+ Committee (District)

- i. The committee shall be comprised of two (2) members.
- ii. The committee shall be elected at the **June** General Membership Meeting.

F. Pro D Committee (District)

- i. The committee shall be comprised of three (3) members.

- ii One executive member shall be the liaison.
- iii The committee shall be elected at the **June** General Membership Meeting.

G. Inclusive Education (District)

- i The committee shall be comprised of one (1) member who shall be appointed by the executive committee.

H. Communication Committee (CUPE)

- i The committee shall be comprised of up to three (3) members. One of which shall be executive member of the board.
- ii The committee is to be chaired by a member of the Executive.
- iii The committee shall be elected at the **June** General Membership Meeting.

I. Member Engagement Committee (CUPE)

- i The committee shall be comprised of up to six (6) members and one member of the executive as a liaison.
- ii The committee shall elect their own chair.
- iii The committee shall be elected at the **June** General Membership Meeting.

J. Scholarship Committee (CUPE)

- i The committee shall be comprised of two (2) members and one member of the executive as a liaison.
- ii The committee shall be elected at the **June** General Membership Meeting.

K. Bylaw Committee

- i. **This committee shall review the bylaws annually in October and make recommendations to the membership on proposed amendments.**
- ii. **The Committee shall review any proposed amendments received from the Executive Board or the membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.**
- iii. **The Committee shall ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.**

- iv. **The committee shall be comprised of the Executive Board. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.**

SECTION 16– RULES OF ORDER

1. All meetings of the Local shall 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 **bylaws** as Appendix A. These rules shall be considered as an integral part of the **bylaws** and may be amended only by the same procedure used to amend the **bylaws**.
2. In situations not covered by Appendix A, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 17- AMENDMENT

1. These **bylaws** are always subordinate to the C.U.P.E. Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these **bylaws** and the C.U.P.E. Constitution the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.
2. These **bylaws** shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting.
3. Notice of the intention to amend or add additional **bylaws** shall be given at least **seven (7)** days before at a membership meeting or **thirty (30)** days before in writing. [CUPE Constitution, Article B.5.1]
4. No change in these **bylaws** shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval from the National President.

APPENDIX “A” CUPE CONSTITUTION

CUPE NATIONAL EQUALITY STATEMENT

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behavior 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 behavior 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 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.

APPENDIX “B” CUPE CONSTITUTION - CODE OF CONDUCT

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

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

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

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

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

- Abide by the provisions of the Equality Statement.**
- Respect the views of others, even when we disagree.**
- Recognize and value individual differences.**
- Communicate openly.**
- Support and encourage each other.**
- Make sure that we do not harass or discriminate against each other.**

- **Commit to not engaging in offensive comment or conduct.**
- **Make sure that we do not act in ways that are aggressive, bullying, or intimidating.**
- **Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.**

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

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

- 1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.**
- 2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.**
- 3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.**
- 4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.**
- 5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.**

- 6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.**
- 7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.**
- 8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.**
- 9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.**
- 10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.**

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

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

APPENDIX “C” CUPE CONSTITUTION
RULES AND ORDER OF BUSINESS

1. No member, except the Chair of a committee making a report of the mover of a resolution, shall speak for more than five (5) minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. The Chair and members of the resolution shall be limited to ten (10) minutes, except on the consent of the meeting.
2. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote shall ask “Call for the question?” Should no member rise to speak, the question shall be put.
3. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the Chair.
4. On motion the regular order of business may be suspended, by two thirds vote of those present, to deal with any urgent business.
5. All resolutions and motions, other than those named in Point 16 of this Appendix or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
6. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit it.
7. Any member having made a motion can withdraw it with consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
8. When a member wishes to speak on a question or to make a motion, he/she shall rise in his/her place and respectfully address the presiding officer, but, except to state that he/she rises to a POINT OF ORDER or on a question of Privilege, he/she shall not proceed further until recognized by the Chair.
9. When two or more members rise at the same time, the presiding officer shall decide which one is entitled to the floor.

10. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
11. If a member, while speaking, is called to order, he/she shall cease speaking until the point is determined. If it is decided that he/she is in order, he/she may proceed.
12. No religious discussion shall be permitted.
13. The President shall take no part in the debate while presiding, but may yield the Chair to the **1st Vice-President or 2nd Vice President** in order to speak on any question before the Local, or to introduce a new question.
14. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he/she may in addition give a casting vote, or if he/she chooses, refrain from breaking the tie, in which case the motion has lost.
15. When a motion is before the Local, no other motion shall be in order except (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer to a committee, (6) to divide or amend, which motions shall have precedence in order named. The first three of these shall be decided without debate.
16. A motion to adjourn is in order except (1) when a member has the floor, and (2) when the members are voting.
17. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
18. A motion for the previous question, when regularly moved and seconded, shall be put to the membership. If it is adopted, the President shall proceed to take the vote on the resolution and amendment thereto (if any) according to the priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. After the presiding officer declares the vote on a question, he/she may ask for a division. A standing vote shall then be taken and the Recording Secretary shall count the same.

20. If any member wishes to challenge (appeal) a decision of the Chair he/she must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his/her challenge. The Chair may then state briefly the basis for his/her challenge, following which the Chair shall, immediately and without debate, put the question: "Shall the decision of the Chair be sustained?" A majority vote shall decide except that in the event of a tie the Chair is sustained.
21. No member shall enter or leave the meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
22. The Local's business and proceedings of meetings are not to be divulged to any persons outside of the Local or the Canadian Union of Public Employees.
23. Members will have access to a copy of Local 1260 bylaws.

POLICIES & PROCEDURES

CUPE LOCAL 1260



POLICIES & PROCEDURES

PREAMBLE

The following policies and procedures are adopted by the CUPE Local 1260 in accordance with the CUPE National Constitution and the CUPE Local 1260 Bylaws.

SECTION 1 – AMENDMENTS

- a. These Policies & Procedures shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting.
- b. Notice of the intention to amend or add additional Policies & Procedures shall be given at least twenty-one (21) days before at a membership meeting or sixty (60) days before in writing.

SECTION 2 – LETTERS OF UNDERSTANDING

- a. Letters of Understanding will be “under advisement/for consideration” and will be first **presented** to affected members for their input. If the Executive Board endorses the Letter of Understanding, the LOU will be signed off by the President. In the event that the President must recuse themselves the **1st Vice-President** shall sign off on the LOU.

SECTION 3 - EXPENDITURES & EXPENSE VOUCHERS

- a. Expenditures shall be supported by an expense voucher and duly signed by two of the signing officers (President, **1st Vice President**, **2nd Vice President**, or Secretary-Treasurer, **or Recording Secretary**).

SECTION 4 – MILEAGE

- a. Mileage for a member, who is driving, to attend a union function out of the School District will be paid return mileage from their home.
- b. Mileage for a Union Officer, who is driving, to attend a union function or meeting within the School District will be paid return mileage from their regular worksite to the location of the union business.

SECTION 5 – DELEGATES TO CONVENTIONS, CONFERENCES & EDUCATIONALS

a. The most convenient and economical mode of transportation shall be the first consideration to attend conventions, conferences or Educationals. Expense vouchers can be submitted to the Secretary-Treasurer before the Convention, Conference or Educational for the per diem.

SECTION 6 – CUPE 1260 SCHOLARSHIPS

CUPE 1260 will budget a total of **\$8000.00** Per annum to offer scholarships to CUPE 1260 Members in good standing in the following way:

- A. 4 x \$1000.00 scholarships for Grade 12 students who meet the following criteria:
 - 1. a child of a CUPE 1260 member (child defined as: Child, Grandchild, Step-Child, Foster-Child)
 - 2. Canadian citizen or permanent resident of Canada
 - 3. graduating from high school in the current year

- B. 4 x \$1000.00 scholarship for a current CUPE 1260 member

APPLICATION CRITERIA:

- A. The Grade 12 child of a CUPE 1260 member must complete the following in order to be considered for a \$1000.00 scholarship:
 - 1. completed application form submitted by April 15th (instructions on form and on CUPE 1260 website)
 - 2. diploma verification report
 - 3. referral letter from Administrator or Teacher
 - 4. personal letter of intention for future education/training

- B. The CUPE 1260 member must complete the following in order to be considered for a \$1000.00 scholarship:
 - 1. completed application form submitted by April 15th (CUPE 1260 website)
 - 2. personal letter of intention for education/training

The \$1000.00 scholarship for a current CUPE 1260 member will be a one-time only award.

Completed application packages should be submitted **to the Secretary-Treasurer via email: treasurer@cupe1260.ca**

AWARD & PAYOUT CRITERIA:

- The scholarship committee will receive and review the application packages.
- Those with completed application packages (that successfully meet the criteria) will be placed in the draw for the scholarship.
- The scholarship **recipients** will be **announced** at the May general membership meeting.

Upon successfully graduating an official transcript of grades from the Ministry of Education must be submitted along with proof of enrolment at an education or training institution, payout will be issued when transcript, proof of enrolment, an account statement or payment receipt showing tuition, is presented, and should be emailed to **treasurer@cupe1260.ca** .

The request for payout with required documentation listed above must be submitted to **treasurer@cupe1260.ca** within two (2) calendar years from the year in which the scholarship is awarded.

ADDITIONAL INFORMATION

The Grade 12 scholarships are not limited to any school districts.

Any post-secondary schooling will qualify, regardless of location or type of training. If the course is less than the full scholarship amount (e.g. Only \$500.00), the full amount can still be accessed upon receipt of school related expenses incurred for attending the course.

SECTION 7 – SUNSHINE GIFTS

- a. Upon being called to the attention of the Local, the **Secretary-Treasurer** shall provide as follows:
 - i. **Death of a member:** Upon the death of a member in good standing, CUPE Local 1260 will pay a death benefit of two hundred fifty dollars (\$250.00) to the member's surviving spouse or children and convey condolences from the members of the local.

- ii. **Death in the Family:** The Local shall send a gesture of condolence. The costs shall not exceed one hundred (\$100) dollars.
- iii. **Seriously ill or injured member:** The Local shall send a gesture of sympathy. The costs shall not exceed one hundred (\$100) dollars.
- iv. **Recognition of Service of an Executive Board member:** The Local shall send an appropriate gift acknowledging service to the Local to a member who ceases to be a member of the Executive Board, not to exceed one hundred (\$100) dollars for up to five years of service and one hundred and fifty (\$150.00) for over five more years of service. This gift may be combined with any other Sunshine gift if the events occur at the same time.
- v. **Retirement of a member:** The Local shall provide a gift valued up to two hundred fifty (\$250.00) dollars within 6 months of a member retiring.

SECTION 8– CELLULAR PHONES

- a. **President and Vice President:** For the President and Vice Presidents, full costs will be reimbursed for a cell phone plan including data to a maximum of one hundred (\$100.00) per month.
- b. **Executive Board:** For Executive Board members, a cell phone budget of up to twenty (\$20.00) dollars per month will be available upon completion and approval of an Expense Claim for Reimbursement form.