

***CUPE***  ***1287***

# BYLAWS

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## SECTION 1 – NAME

The name of this Local Union will be Canadian Union of Public Employees, Local 1287.  
Local 1287 consists of the following units:

1287.00	THE REGIONAL MUNICIPALITY OF NIAGARA (NIAGARA REGION) UNIT with all members under the scope of the Collective Agreement between this Local Union and the Regional Municipality of Niagara.
1287.01	THE CORPORATION OF THE TOWN OF LINCOLN UNIT with all members under the scope of the Collective Agreement between this Local Union and the Corporation of the Town of Lincoln.
1287.02	TOWNSHIP OF WEST LINCOLN UNIT with all members under the scope of the Collective Agreement between this Local Union and the Township of West Lincoln.
1287.03	THE HUMANE SOCIETY OF GREATER NIAGARA with all members under the scope of the Collective Agreement between this Local Union and the Lincoln County Humane Society.
1287.04	NIAGARA SPCA & HUMANE SOCIETY UNIT with all members under the scope of the Collective Agreement between this Local Union and the Niagara SPCA & Humane Society.
1287.09	ST. CATHARINES MUSEUM UNIT with all members under the scope of the Collective Agreement between this Local Union and the Corporation of the City of St. Catharines (St. Catharines Museum).
1287.10	CANADIAN MENTAL HEALTH ASSOCIATION - NIAGARA BRANCH UNIT with all members under the scope of the Collective Agreement between this Local Union and Canadian Mental Health Association – Niagara Branch.
1287.12	THE JOHN HOWARD SOCIETY OF NIAGARA UNIT with all members under the scope of the Collective Agreement between this Local Union and the John Howard Society of Niagara.
1287.13	THE HOPE CENTRE with all members under the scope of the Collective Agreement between this Local Union and The Hope Centre.
1287.16	TOWN OF PELHAM with all members under the scope of the Collective Agreement between this Local Union and The Town of Pelham.
1287.17	TOWNSHIP OF WAINFLEET with all members under the scope of the Collective Agreement between this Local Union and The Township of Wainfleet.
1287.19	PORT COLBORNE PUBLIC LIBRARY BOARD
1287.20	THE CORPORATION OF THE CITY OF PORT COLBORNE

Any other unit certified and incorporated into Local 1287 will be immediately recognized as a separate unit and be governed by these bylaws.

## SECTION 2 – OBJECTIVES

The objectives of Local 1287 are to:

- (a) Secure the best possible pay, benefits, job security, pensions and retiree benefits, and improve health and safety and general working conditions for its members;
- (b) Support CUPE in reaching all of the objectives as set out in the CUPE National Constitution.
- (c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) To encourage the settlement of all the disputes between the members and their employers through negotiation and mediation;
- (e) 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;
- (f) Educate our membership in the history of the Labour Movement and to develop and maintain an intelligent and dignified membership, to work for the passage of improved legislation in the interest of all Labour, to enforce existing laws and to work for the repeal of those which are unjust to Labour at all levels of government; and
- (g) Establish strong working relationships with the public we serve and the communities in which we work and live.
- (h) Recognition of Seniority – Effective January 14, 1991, the Local Union's policy for backdating seniority is that the Local Union will recognize seniority only from the date of hire in Local 1287 or as allowed for in the Collective Agreement or in accordance with jurisprudence regarding the duty to accommodate as decided by the Supreme Court of Canada.

## SECTION 3 – REFERENCES

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

## SECTION 4 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 1287 will be affiliated to the following organization(s):

- The CUPE Ontario Provincial Division
- The Niagara District CUPE Council
- The Ontario Federation of Labour
- The Niagara Region District CLC Labour Council
  
- Municipal Retirees Organization Ontario (MROO) - The Union will pay the lifetime membership registration fee for any interested retirees from Local 1287 who wish to join MROO at a cost of \$25.

## SECTION 5 – GENERAL AND SPECIAL MEMBERSHIP MEETINGS

Within CUPE Local 1287 the General Membership will be the highest governing body. Between General Membership meetings, the highest authority shall be the Local Executive Board.

- (a) General Membership meetings of Local 1287 will convene a minimum of six (6) times per calendar year. A schedule of General Membership meetings will be established by the Executive Board for the ensuing calendar year and will be published by the November Membership meeting.

General Membership meetings will begin promptly at the time as stated on the notice. The meeting will adjourn no later than two (2) hours from the start of the meeting, except where a 2/3 majority vote of members present express a desire to continue.

When a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board will give members seven (7) days' notice of the date of the rescheduled General Membership meeting.

- (b) Special membership meetings may be required and shall be called by the Executive Board or may be requested in writing by no fewer than 20 members. The President will immediately advise members when a special meeting is called, and ensure that all members receive at least forty-eight (48) hours' notice of the special meeting and the subject(s) to be discussed. No business will be transacted at the special meeting other than that for which the meeting is called and notice given.
- (c) Agendas for all Regular General Membership meetings and previous minutes must be made available at least seven (7) days in advance of the respective meeting by interoffice mail, fax, bulletin boards, electronic mail, the Local 1287 website ([www.cupe1287.com](http://www.cupe1287.com)) and/or a platform if available, or mail at the request of those members not in the workplace.
- (d) A hybrid meeting is held both in-person and online, provides for two-way communication between remote participants and in person participants, and includes a voting option that ensures the integrity of the vote, as well as a single secret voting option where warranted.

A quorum for the transaction of business at any general or special membership meeting will be twenty (20) members, including at least three (3) duly elected officers, one of whom must be the President or 1st Vice President or 2nd Vice President.

In the event of no quorum, the Executive Board will hold a meeting immediately thereafter, and the Board will be empowered to continue the Local's business. Any decision(s) made by the Executive Board will be reported back for ratification at the next membership meeting.

- (e) All members must be identified or sign in as a member for all meetings.

- (f) The order of business at regular membership meetings is as follows:

1. Acknowledgement of Indigenous Territory
2. Roll Call of Officers
3. Reading of the Equality Statement
4. Voting on New Members and Initiation
5. Reading of the Minutes
6. Matters Arising from Minutes
7. Secretary-Treasurer's Report
8. Communications and Bills
9. Executive Board Report

10. Report of Committees and Delegates
11. Nominations, Elections, or Installations
12. Unfinished Business
13. New Business
14. Good of the Union
15. Adjournment

- (g) All meetings of Local 1287 will be conducted in accordance with the basic principles of Canadian Parliamentary Procedure as set out in CUPE Rules of Order (Appendix B). In situations not covered by such Rules of Order, the CUPE Constitution may provide guidance, but if the situation is not dealt with there, Bourinot's Rules of Order will be consulted and applied.
- (h) Local 1287 is committed to ensuring that all meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.
- (i) If a member wishes to appeal the Executive Board's decision not to proceed with their grievance, the grievor(s) may appeal the decision in writing to the Local Union office and present their case at the next Executive Board meeting.

## SECTION 6 – UNIT MEETINGS

- (a) Bargaining Units of Local 1287 may host meetings to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular meetings and attendees will not make decisions that affect the Local Union as a whole or another bargaining unit. The President will advise members of the bargaining unit seven (7) days in advance of the meeting providing the time, location and agenda. A Unit member in good standing will be appointed at each meeting to take minutes. A copy of such minutes must be forwarded to the Local Union.
- (b) The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting will be ten (10) unit members or fifty percent (50%) whichever is less, including one (1) member of the Unit Executive. Members from other bargaining units in the Local Union may attend these meetings without vote but with voice and are not counted as part of quorum.
- (c) All members must sign the register at all meetings.
- (d) The Niagara Region Bargaining Unit may conduct separate meetings to deal with matters that affect a specific service group or groups as listed below:

*TRANSPORTATION SERVICES* – All members employed as field and operations staff in the Transportation Services Division of the Public Works Department, Public Health and Facilities under Corporate Services.

*ENVIRONMENTAL SERVICES* – All members employed in Waste Management Division and the Water & Wastewater Services Division of the Public Works Department, excluding clerical staff at these facilities.

*ADMINISTRATIVE & TECHNICAL SERVICES*– All members employed as administrative, support and clerical staff at Regional Headquarters, Environmental Centre, Public Health, Water & Wastewater facilities and the Provincial Offences Act Division.

*COMMUNITY SERVICES* – All members employed in the Community Services Department.

- (e) The purpose of such meeting(s) is to discuss current issues with the intent to resolve and formulate a plan of action as required. In the event issues remain unresolved or require intervention, they will be referred to the Local Executive Board for discussion and/or action.
- (f) Unit VP may call division/subunit meetings as needed.

## SECTION 7 – OFFICERS

The Officers of Local 1287 will consist of the following:

PRESIDENT  
FIRST VICE-PRESIDENT  
SECOND VICE-PRESIDENT  
SECRETARY-TREASURER  
RECORDING SECRETARY (STAFF NON-VOTING)  
TRUSTEES (3)  
MEMBERSHIP OFFICER  
HEALTH & SAFETY COORDINATOR  
JOB EVALUATION AND JOB EQUITY COORDINATOR  
WSIB & RTW COORDINATOR  
EFAP REPRESENTATIVE  
UNIT VICE PRESIDENT  
UNIT GRIEVANCE OFFICER

Unit Executive Board members will be elected by their respective Unit members. Each Unit will elect its own Officers, Stewards and Committees in accordance with Section 11 of the Local Union bylaws.

All Units will have a Unit Vice-President, Unit Grievance Officer, Location Steward(s) and Health and Safety Representative(s), as required.

All other Executive Board positions will be elected by the total membership.

Elected Officers and Members of Committees are expected to respect confidentiality relating to their duties. Officers are to ensure they do not commit any of the offences outlined in Article B.11.1 of the CUPE Constitution.

Executive Officers will attend the 'Intro to Stewarding' course within one (1) year of election

## SECTION 8 – EXECUTIVE BOARD

- (a) The Executive Board will include all Officers, except Trustees and Web/Social Media Administrator. Trustees will perform duties as outlined in Section 40(d) of these bylaws.
- (b) No Executive Board Officer will hold more than one (1) elected position on the Executive Board. All Executive Board Officers, except the President, will automatically perform the duties of a Steward in their own Unit, if required.
- (c) The Executive Board will meet at least ten (10) times per year.
- (d) A minimum of ten (10) voting Officers of the Executive Board constitutes a quorum.
- (e) The Executive Board will carry out all work delegated to it by the Membership and will be held responsible for the proper and effective functioning of all committees.

- (f) The Executive Board will hold title to any real estate of the Local Union as trustees for the Local Union. They will 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.
- (g) Should any Executive Officer fail to answer the roll call for three (3) consecutive regular General Membership meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons (i.e. work, vacation, school, approved leave, bereavement, WSIB, another commitment, etc.) their office will be declared vacant and shall be filled by an election at the following membership meeting.
- (h) The Executive Board will receive, consider and decide whether or not all grievances will proceed to arbitration through the assistance of a mediator (if applicable) as submitted by the Grievance Committee. If the decision is to not proceed, the grievor(s) may appeal the decision at the next Executive Board meeting. Grievances must in all cases be in writing on the Local Union grievance form and be signed by the complainant(s) as provided for in the appropriate collective agreement.
- (i) A Special Executive Board meeting may be called by the President or their designate, or a majority of the members of the Executive Board. At least forty-eight (48) hours notice of all Special meetings must be given.

Upon receipt of a written request from a Local member in good standing asking to attend an Executive Board meeting in order to make a presentation, the President or their designate will allot that member a place on the agenda (to a maximum of 15 minutes) of the next Executive Board meeting.

The member(s) will attend for their presentation only and will not be privy to any other proceeding of the Executive Board and will leave the meeting after making their presentation in order to allow the Executive Board to deal with the matter. The member(s) will be informed in writing of that decision by the President or their designate.

- (j) Within one month, vacating Officers will immediately surrender all books, seals and other properties of the Local Union to their successor, or to the President or their designate.
- (k) Each Executive Board Officer will hold office until the adjournment of the meeting where their successor has been elected, except where the Office is declared vacant in accordance with Section 8(g) or 10(e) of these bylaws, and except where their predecessor fails to continue in Office for the remainder of the meeting at which the election is held.
- (l) The President, First Vice President, Second Vice President and Secretary-Treasurer will be designated as Signing Officers. Two Signing Officers must sign all cheques or authorize all payments made by the use of non-chequing technology. All signing Officers of Local 1287 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.
- (m) The Executive Board may employ the necessary administrative assistance to be paid for out of the Local's funds. Such expenses are to be approved by Membership as part of the Secretary-Treasurer's Report.

## SECTION 9 – DUTIES OF OFFICERS

Each Officer of Local 1287 shall participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

Each Officer of Local 1287 shall review the CUPE constitution, CUPE 1287 bylaws and the applicable Collective Agreement that they represent whenever amended.

Officers must give all properties, assets, funds and records of the Local Union to their successors at the end of their term of office.

- (a) The President will:

- Encourage and foster solidarity within and throughout the Units and Local Union.
- Enforce the CUPE National Constitution, these Local Union bylaws, conflict of interest policy (Appendix F), and the Equality Statement (Appendix A).
- Be accountable to the Executive Board and members.
- Develop correspondence in compliance with collective agreements, orders from the Executive Board and General Membership, in conjunction with the Secretary-Treasurer or other Executive Officers.
- Preside or appoint a designate from the Executive Board to preside at all General Membership and Executive Board meetings and preserve order.
- Introduce new members and conduct them through the initiation ceremony. New members will be required to take the following Oath of Membership:
 

“I solemnly promise and declare that I will support and comply with the Constitution of this Union; that I will strive to improve economic and social conditions for my fellow members and for working people generally; that I will defend and strive to extend the democratic rights and liberties of all working people; that I will not purposely or knowingly wrong, or assist others in wronging a member of the Union.”
- Decide all points of order and procedure (subject to appeal to the membership).
- Have a vote on all matters (except appeals against their rulings). In the event of a tie, a second vote will be held to determine the outcome.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Provide information on the roles and responsibilities of the Executive Board through an orientation meeting as needed for the effective functioning of the Executive Board. Further to the education of Executive Board members, the President will act in a role of mentorship in order that the Unit Executive Officers have a clear understanding of their roles and responsibilities to their respective Units.
- Ensure that Parliamentary procedures are observed at each meeting.
- Provide assistance to the Unit Executive Officers to mobilize the membership, assist in bargaining or any other functions necessary upon request of the Unit Executive.
- Oversee and coordinate any paid employees and contracted services of/for the Local Union and consult with the general membership.
- The President will have the power to call special meetings when requested in writing by more than 50% of the Executive Board or by fifteen (15) members in good standing, including at least three (3) duly elected officers.
- Co-sign all cheques and ensure that Local Union funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the membership.
- Be an ex-officio member of all committees within the Local.
- Have first preference to attend as a delegate to the CUPE National, Ontario Division, Ontario Federation of Labour and any other conference or convention supported by the Local Union, or assign a designate to attend in the President's stead.

- Be in attendance at the Local Union office during regular business hours unless otherwise engaged in Union business, including expectations to attend meetings or functions of the Union outside of regular business hours.
- President, 1VP and 2VP to share the Chair at Executive and General membership meetings.
- Be the official spokesperson for the Local Union with the media.
- Assign unit(s) to First and Second Vice-President as per the needs of the Local.

(b) The First Vice-President will:

- If the President is absent, perform all duties of the President.
- If the office of President falls vacant, be Acting President until a new President is elected in accordance with 11 (e) of the Local Union's bylaws.
- Be accountable to the Executive Board, members, and assigned units.
- Preside over General Membership and Executive Board meetings in the absence of the President.
- Render assistance to any member of the Executive as directed by the Executive Board.
- Perform any other duties as assigned by the President or the Local Executive.
- Develop correspondence in compliance with collective agreements of assigned units, orders from the Executive Board and General Membership, in conjunction with the Secretary-Treasurer or other Executive Officers.
- Ensure that all Officers perform their assigned duties.
- Provide assistance to the Unit Executive Officers to mobilize the membership, assist in bargaining or any other functions necessary upon request of the Unit Executive.

(c) The Second Vice-President will:

- If the President and First Vice-President are absent, perform all duties of the President.
- Be accountable to the Executive Board, members, and assigned units.
- Preside over membership and Executive Board meetings in the absence of both the President and First Vice-President.
- Render assistance to any member of the Executive as directed by the Executive Board.
- Perform any other duties as assigned by the President or the Local Executive.
- Develop correspondence in compliance with collective agreements of assigned units, orders from the Executive Board and General Membership, in conjunction with the Secretary-Treasurer or other Executive Officers.
- Ensure that all Officers perform their assigned duties.
- Provide assistance to the Unit Executive Officers to mobilize the membership, assist in bargaining or any other functions necessary upon request of the Unit Executive.

(d) The Secretary-Treasurer will:

- Oversee and coordinate any paid employees and contracted services of/for the Local Union and consult with the general membership.
- Function as the Financial & Administrative Officer of the Local.
- 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.
- Be accountable to the Executive Board and members.
- Along with the President or other designated signing officer co-sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws, or vote of the membership. Report on all receipts, expenditures and remaining balances at every regular meeting. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- 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 no later than the last day of the following month.
- 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.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond will be disqualified from office.
- 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. No request will be required for payment of per capita fees to any organization to which the Local Union is affiliated
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information required to complete the audit, including forms provided by CUPE National.
- Ensure that all staff employed by the Local Union are paid in accordance with their employment contract; submit all subsequent payroll deduction remittances to the appropriate agencies and issue the appropriate income tax forms to staff no later than February 28th each year.
- 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 him during the preceding calendar year.

- Be allowed necessary and reasonable funds, to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.
- Be empowered, with the approval of the General membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- 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.
- Be the Local Union's Education Chair. Make recommendations to the Executive Board regarding education courses and which members are eligible to attend. Sit on all Education Committees. Keep a record of each member's education history. Arrange in-house education courses. Provide assistance in registering members' attendance at courses and arrange accommodations through the Union Office.
- Preside over membership and Executive Board meetings in the absence of both the President and Executive Vice-Presidents.
- On termination of office, surrender all books, records and other properties of the Local Union to their successor.
- Assign duties as required to the Treasurer's Assistant.

(e) The Unit Vice-President will:

- Chair the Unit Grievance Committee and ensure the members of the Unit receive proper representation within the Local Union, (See Section 18 (c)) and ensure members of the unit have proper representation}.
- Provide a written report on activities of the Unit to the Executive Board and membership.
- Consider and report all grievances made by members as submitted by the Unit Grievance Officer or Location Steward and attend all Unit grievance meetings. Grievances in all cases, must be filed in writing on the Local Union grievance forms, with the appropriate grievance number and signed by the complainant(s), as provided for in the Local Union collective agreement. Grievance reports will be presented to the Executive Board as well as to the membership and copies will be given to the National Representative.
- Attend all Labour/Management meetings.
- Provide assistance to all locations at the workplace in collaboration with the Location Steward to ensure that the employer complies with the terms of the Collective Agreement.
- Offer advice or training to Location Stewards as required in regards to the grievance procedure, protocol etc.
- Ensure that business discussed will be representative of the Unit's interest in particular and the Local Union in general.
- Conduct all Unit elections for Location Steward(s) in accordance with Section 11 of the Local Union bylaws. Appoint Health and Safety Representative(s) with the assistance of the Health and Safety Coordinator annually.
- Keep an accurate record of the Location Stewards within their Unit and update this from time to time forwarding a copy to the Union Office.

- Provide the names of any Unit Officer who has vacated their position or any new incumbents to the Local Union Office.
- Participate as a member of the Negotiating Advisory Committee, to ensure proper representation of the Unit during the collective bargaining process.
- Perform duties of Location Steward for those sites allowed same where the positions are vacant in that location. Prorated schedule of expenses shall be paid up to one Location Steward coverage due to vacancy.
- Keep and maintain minutes and records of all Unit meetings. A copy of such minutes will be forwarded to the Union Office.

(f) The Grievance Officer will:

- Preside in the absence of the President and Unit Vice-President at all Unit meetings and render such assistance as is deemed necessary to the President and Unit Vice-President upon request.
- In the absence of the Unit Vice-President, attend Labour/Management meetings.
- Coordinate all grievances within the Unit and sit on the Grievance Committee. Attend all related meetings and may attend grievance mediation at the discretion of the President or their designate.
- Assist with the preparation of documentation for arbitration and will attend arbitration hearings, as required.
- Offer advice or training to Location Stewards as required in regards to the grievance procedure, protocol etc.
- Perform duties of Location Steward for those sites allowed same where the positions are vacant in that location. Prorated schedule of expenses shall be paid up to one Location Steward coverage due to vacancy.

(g) The Membership Officer will:

- Guard the inner door, in person or virtual waiting room, at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and with consent of the members present.
- Assist in maintaining the record of membership attendance at meetings.
- Obtain the names of new members and provide such names to the President or presiding Chair for introduction and conduct through the initiating ceremony.
- Perform such other duties as may be assigned by the Executive Board from time to time.
- Be empowered to contact any outgoing Executive Officer and recover any Union property.
- Update membership contact list annually

(h) The Health and Safety Coordinator will:

- Have sound knowledge of construction and industrial regulations of the Occupational Health and Safety Act; will offer assistance and advice to Joint Occupational Health and Safety Committee representatives; location committee Representatives and the membership.

- Review copies of workplace inspections, meeting minutes and Joint Occupational Health and Safety Committee Terms of Reference.
- Comment or appear, as an invited guest, at health and safety meetings as required.
- Assist office staff with tracking activities, attendance.
- In consultation with the Unit Executive and President or their designate, review and appoint or remove Health & Safety representatives annually.
- Report all health and safety related matters that they are aware of to the Local Executive Board and membership for information/action.

(i) The Job Evaluation and Job Equity Coordinator will:

- In consultation with the Local Union's President or their designate be available to assist the membership with Internal/Pay Equity matters. Such duties may include matters related to Internal/Pay Equity negotiations.
- Assist and educate the membership with job evaluation questionnaires/forms or specific job descriptions.
- Attend CUPE job equity training within one year of being elected to office.

(j) The Workplace Safety and Insurance Board (WSIB) and Return to Work Coordinator will:

- Investigate membership issues involving the WSIB, and any other related concerns with the return to work process in conjunction with the President and Unit Executive, as required.
- Assist the membership with processing any claims and/or appeals for WSIB, and may assist with Pensions, LTD, and Return to Work concerns at the discretion of the President or their delegate.
- Attend Executive Board meetings and provide a report as to any WSIB or related matters with regard to return to work affecting the membership.
- Attend the Occupational Disability Response Team's (ODRT) WSIB Level 1&2 training within one year of being elected to office.
- On termination of office, surrender all books, records and other properties of the Local Union to their successor.

(k) The Employee and Family Assistance Program (EFAP) Chair will:

- Ensure confidentiality of the program.
- Attend and participate in joint EFAP Advisory Committee meetings.
- Report to the Executive Board and membership regarding program status.
- Have knowledge of agencies, programs and services within the community that provide assistance.
- Promote, monitor and evaluate the effectiveness of EFAP programs and services on an ongoing basis.
- Participate in any necessary educational workshops, courses, seminars etc.
- Act as liaison between community agencies, Local Union and the Employer.
- Understand the benefits and support EFAP. Understand EFAP statement and policy.

- Have knowledge of related policies, agreements etc., such as Workplace Alcohol and Drug, Wellness, etc.
- Provide assistance to the membership as to the appropriate agencies and organizations for EAP issues/concerns, as requested by the member.
- Provide assistance to the Local Union and Employer with helping members, as requested.

## SECTION 10 – ELECTED NON-EXECUTIVE BOARD POSITIONS

(a) The Location Steward will:

- Be elected at each designated workplace location every two years in June. Such elections will take place on even years.
- Attend CUPE 'Introduction to Stewarding' training within one year of election to office.
- Act as the Local Union representative at the workplace and will ensure that the employer complies with the terms of the Collective Agreement.
- Investigate and act on all grievances or complaints and attempt to arrive at an agreeable resolution prior to filing a grievance.
- Submit all grievances on the proper forms, keeping accurate records for future reference and in consultation with the Grievance Officer and Unit Vice-President obtain a grievance number from the Union Office prior to filing.
- Attend grievance and/or other meetings relating to their workplace, at the discretion of the President or their delegate and may be asked to assist with the preparation of documentary evidence for arbitration hearings at the request of the National Representative.

(b) The Health and Safety Representative will:

- Serve at the discretion of the Local Union.
- Be appointed or removed as per section 9(h). Such appointment will be reviewed and confirmed annually by the Local Union. If terminating appointment prior to the annual review, must notify the Local Union Office.
- Be required to participate in a CUPE Level 1 Health and Safety course.
- Be committed to improving health and safety conditions in the workplace.
- Assist Joint Occupational Health & Safety Committees with regular workplace inspections.
- Attend Joint Occupational Health & Safety Committee meetings.
- Inform the Health & Safety Coordinator of any incidents or issues affecting the health and safety of the Local Union membership.

(c) Web/Social Media Administrator will:

- Be elected at the regular General Membership meeting every three (3) years in June, starting in 2025

(d) The Trustees will:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the Committees at least once every calendar year.
- Make a written report of their findings to the first membership meeting following the completion of each audit.
- 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.
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- 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.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - Completed Trustee Audit Program
  - Completed Trustees' Report
  - Secretary-Treasurer Report to the Trustees
  - Recommendations made to the President and Secretary-Treasurer of the Local Union
  - Secretary-Treasurer's response to recommendations
  - Concerns that have not been addressed by the Local Union Executive Board.

SECTION 11 – NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

(a) Nominations

- At least fifteen (15) days' notice will be given to members of all nomination meetings and election arrangements by mail or electronic mail, bulletin boards and any electronic platform.
- Nominations will be received for the Executive Board Officers every three (3) years. Nominations will be open and declared closed at the adjournment of the May membership meeting.
- Nominations and/or Self-Nominations will be accepted from members who are in good standing, in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting. See Appendix D.
- An all candidates forum may be held following the close of the May nomination meeting as determined by the Election Committee.
- A member may accept nomination for a position while holding office in any position. If successful in the

election, their resignation from their current position will take effect at that time.

- No member will be eligible for nomination if they are in arrears of dues and/or assessments.

(b) Elections

- For the purposes of electing Executive Officers, elections will take place at the regular membership meeting every three (3) years in June.
- The terms of office for Trustees will be so that one serves for a period of three years, one for two years, and one for one year, as laid down in *Article B.2.4* of the CUPE National Constitution. Each year thereafter, the Local Union will elect one Trustee for a three year period. No member who has been a signing officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.
- At the close of the nomination meeting in May, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and two (2) assistant(s). The Committee will include members of the Local Union who are neither Officers nor candidates for office.
- At the discretion of the Election Committee voting will be by secret ballot. Voting may be administered by either electronic ballot or paper ballot. The electronic voting platform will have secure access, either using a password or a personalized link, guaranteeing secrecy and integrity of the vote.

**i.** The Election Committee shall

- Have full responsibility for voting arrangements and shall treat information in connection with the responsibilities as confidential.
- Have the authority to determine the appropriate means for the election, in person or electronic ballot but not both.
- Arrange adequate notice to the membership at least seven (7) days prior to the commencement of voting with all pertinent information relating to the election.
- Ensure member voting confidentiality.
- Members shall only cast one ballot per vote.
- When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- Candidates may not accept nominations for more than one (1) position. Once a candidate stands for election to any position, they will automatically be deemed to decline all subsequent nominations.
- Every nominee who stands for election will have the right to appoint one (1) scrutineer to attend and witness the counting of ballots on the election day. The scrutineer's availability on the election day is solely the responsibility of the nominee and will not affect the election proceedings.
- The candidates with the largest number of votes cast in their favour will be declared elected. In case of a tie vote, a second vote will be held.
- Immediately following the closing of voting, the Returning Officer and Assistants will proceed to count the ballots. Upon completion of same, the Returning Officer will notify the President that the report is ready and this report will be made under the CUPE Constitution.
- Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 5 (d).

## ii. In person Voting

- Will take place at the Local Union office for up to three (3) consecutive days, the final day to be the date of the regular membership meeting in June, or may take place at alternate voting locations in the Niagara Region as deemed appropriate and accessible for all members. The sites for day one and day two will be designated by the Committee, the site for day three being the Union office on the date of the regular membership meeting in June.
- The vote will be by secret ballot. Voting will be open from 8:00am to 8:00pm each day to accommodate shift workers. Polls will be deemed closed at the commencement of the membership meeting.

## iii. Electronic Voting

- Will be conducted using a third-party firm vetted and retained by the Local.
- Will be open three (3) days prior to the General Membership meeting in June and remain open until midnight on the day preceding the general membership meeting.

## (c) Unit Elections and Appointments

Nominations and elections for Location Steward(s) will take place every two (2) years in the even years in June. Voting will take place at the appropriate work location(s) or at a unit membership meeting by secret ballot.

Appointments for Workplace Health and Safety Representative(s) will be conducted as an annual review in accordance with Section 9 (h) of these bylaws.

## (d) Installation

- All duly elected Executive Officers will be installed at the meeting at which elections are held and will continue in office for three (3) years or until a successor has been elected and installed, provided, however, that no term of office will be longer than three (3) years.
- The Oath of Office to be read by the newly-elected Officers is:  
“I, \_\_\_\_\_, do most sincerely promise that I will truly and faithfully, to the best of my ability, perform the duties of my office for the ensuing term, as prescribed in the Constitution and laws of the Canadian Union of Public Employees, and as an Officer of this Local Union will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions.  
I further promise that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Local Union in my possession to my elected successor.”

## (e) By-Election

- i.* Should an Executive office fall permanently vacant, pursuant to Section 8(g) and 8(k) of these bylaws or for any other reason, the resulting by-election will be held at the next membership meeting or a special meeting, whichever comes first and should be conducted as closely as possible in conformity with this Section. The Schedule of Expenses for such position will be pro-rated in this event regardless of resignation.
- ii.* Should the President's position become open permanently, a special meeting will be held within 7 days, for nominations. Election to happen at a second special meeting, 7 days after nominations, or the next general membership, whichever comes first. Voting will occur as per the election's committee direction.
- iii.* However, should an office fall temporarily vacant due to an employer approved leave of absence less than three (3) months, an appointment will be made by the Executive Board and will be for no longer than three months. The Schedule of Expenses for such position will be pro-rated.

- iv. The steering committee will appoint an election committee that will follow the election committee process as outlined.
- v. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

## SECTION 12- FEES, DUES AND ASSESSMENTS

### (a) Initiation Fee

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of five dollars (\$5.00) which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.

### (b) Re-Admittance Fee

The Re-Admittance fee shall be six dollars (\$6) (See section 12 13).

### (c) Monthly Dues

The monthly dues shall be 1.8% of each member's regular wages. Any change in the Local Union Dues, members will be provided with notice of at least seven days at a previous meeting or 60 days before in writing prior to dealing with an amendment to the dues structure or any other amendment to the bylaws.

### (d) Strike Fund

For the purposes of the Strike Fund, a referendum shall be held to allow automatically a six (6) month renewal of the Strike Fund until the three million dollar (\$3,000,000) target is achieved, or proper motions have been received respecting the Strike Fund Terms TOR (Appendix C)

### (e) Solidarity Fund

There shall be a Solidarity Fund established from the dues collected at a rate of twenty five cents (\$0.25) per member per month to a maximum of ten thousand dollars (\$10,000) in the event the maximum is reached and any surplus funds will be redirected to the Education Fund.

All money within the Solidarity Fund will be used to support other locals in times of strike and/or fight back campaigns. The Executive Board shall determine the amounts of the donation given based upon situation.

### (f) Education Fund

There shall be an Education Fund established from the dues collected at a rate of seventy five cents (\$0.75) per member per month.

All money within the Education Fund will be used for in house or external education such as CUPE related educational opportunities and other union related education that members of the Local Union are in need of or demonstrating an interest in taking. The Executive Board shall advise the Membership of all upcoming educational opportunities and determine how many members can be sent to courses based on the funding that is available.

(g) Emergency Fund

There shall be an Emergency Fund established at ten thousand dollars (\$10,000) from the dues collected. If the Emergency Fund falls below five thousand dollars (\$5,000) this fund will be replenished in accordance with the appropriate operating expenditure.

All money within the Emergency Fund will be used for special events or circumstances as determined by the Executive Board. All expenditures taken from the Fund will be reported at the next Executive Board and Membership meeting for ratification.

All money within the Emergency Fund will be used for special events or circumstances as determined by the Executive Board. All expenditures taken from the Emergency Fund will be reported back for ratification at the next membership meeting.

(h) Capital Asset Fund

There shall be a Capital Asset Fund established in five thousand dollar (\$5,000) annual increments to a maximum of twenty thousand dollars (\$20,000).

SECTION 13 – VOTING OF FUNDS

(a) Local 1287 will pay out funds under the following circumstances:

- i. Ordinary office expenditures excluding capital assets, i.e. bills, etc.
- ii. When the expenditure has received prior authorization through a membership approved budget.
- iii. When these bylaws approve the expenditure; or
- iv. Through a vote of the majority of members at a membership meeting.

Authorization to pay per capita tax to CUPE National, CUPE Ontario Division, or any labour organization the Local Union is affiliated with, is not required.

(b) In the case of a grant or a contribution to a cause within or outside of CUPE greater than \$1,000, a notice of motion will be given in writing at a regular membership meeting and then approved at the following regular membership meeting before the grant or contribution can be paid out.

Guidelines for contribution maximums are as follows:

A - Bereavement

- i. Death of a CUPE 1287 Member - When notified, the Local will send flowers to a maximum of \$100 to the members spouse, child or parent or make a donation in the Member's name to a charity identified by the family.

Death of a CUPE 1287 family member - \$50 to the charity identified by the Member.

- ii. Personal Appeals, to be determined by the Executive Board.

CUPE Locals \$100 maximum

Non-CUPE Locals \$100 Maximum.

Upon recommendation by the Executive Board, personal appeals for CUPE 1287 members may be forwarded to CUPE Ontario.

#### B - Strike Appeals

- To be determined by the Executive Board and paid through the Solidarity Fund.
- Appeals made at CUPE Conventions may be authorized up to a maximum of \$500 by consensus of the delegates attending.

#### C - Special Events, i.e. Special Meetings, Training, Seminar, Political Action

- The Executive Board may be authorized to send delegate(s) to special events with applicable fees which is to be drawn from the Emergency Fund and approved at the next Membership meeting.

#### D - Conventions/Conferences

- The Executive Board may be authorized to send delegate(s) to conferences/conventions covering lost time, registration and accommodations. All expenditures will be approved at the next general membership.

(c) No member of Local 1287 will be allowed to spend any Local Union funds without first having received authorization under Section 13- (a) of these bylaws.

(d) If a member or members of the Local retains an independent lawyer on their behalf, the Local assumes no responsibility for payment of legal fees.

### SECTION 14 – EXPENDITURES OF THE LOCAL

- a) Expenditures of the Local Union will only be for the purposes of the Local Union, as authorized in the Bylaws of the Local Union, or as duly authorized by a majority vote of the membership at a regular meeting of the Local Union. All expenditures will be made by cheque signed by the Secretary-Treasurer and counter-signed by the President or such other officer as the Local Union may designate; however, a petty cash fund may be authorized by the Local Union from which nominal expenditures can be made.
- b) It is understood that the Local Union credit card is to be used for Local Union business expenses only and that each expense must be accompanied by an itemized receipt which indicates the purpose of the expense.
- c) A capital asset fund will be established to replace and/or upgrade office equipment including software/hardware, furniture, etc. The Executive Board will be authorized to use the fund in accordance with service agreements or every 3-4 years.
- d) Any assets belonging to the Local Union will remain the property of Local 1287 unless sold as duly authorized by a majority vote of the membership at a regular meeting of the Local Union.
- e) The “Union President’s Paid Leave of Absence” will be compensated at the highest band (Schedule A) in accordance with Article 24.16 of the current Niagara Region Unit Collective Agreement. The difference will be paid out by the Local upon receipt of invoice by the employer.

#### Schedule of Expenses

- a) The following Schedule of Expenses will be provided to each officer, payable in the month of July each year.

President (if unpaid)	\$2,250
First Vice-President	\$1,650
Second Vice-President	\$1,650
Secretary-Treasurer	\$1,650
Unit Vice-President	\$1,200

Unit Grievance Officer	\$1,200
Health & Safety Coordinator	\$1,200
Job Equity Coordinator	\$1,200
WSIB & Return to Work Coordinator	\$1,200
Membership Officer	\$500
EFAP Committee Representative	\$500
Location Steward	\$500
Health & Safety Representative	\$250
Trustee	\$180/audit
Website Administrator	\$250
Labour/CUPE Council Delegate	\$30/meeting

\* *To be paid upon submission and confirmation of expense form.*

The Schedule of Expenses will be pro-rated during an election year, if necessary.

The Schedule of Expenses will be pro-rated for Executive Officers for failure to attend Executive and General Membership meetings without prior notification. It is the duty of each Executive Officer to attend all Executive Board and General Membership meetings. If unable to attend for any reason, they are responsible to inform the President or designate, either by email or phone, prior to the commencement of each scheduled meeting.

- b) All mileage incurred on official Union business, excluding membership meetings, will be reimbursed to each committee member, officer and steward attending per the rate set by the Local Union's largest employer.
- c) To ensure proper representation, when a meeting with the employer has been scheduled during the Executive Officer's off-duty hours, the Officer will attend the meeting at his/her discretion, with advance notification to the Union Office. Remuneration (lost time) will be through equivalent time off at their base rate of pay, with the approval of the President or his designate. All lost time claims must be authorized through the Union office prior to attendance.
- d) The above Schedule of Expenses will be pro-rated in the event of a permanent or temporary vacancy.

Each Executive Board member will be allowed to miss two (2) meetings, per fiscal year, for personal reasons not identified in Section 8(g) before proration occurs. An Executive Officer must be in office for at least six (6) months of their term to be eligible.

- e) Location Stewards are expected to attend General Membership and Unit meetings as part of their Stewarding responsibilities.
- f) Health & Safety Representatives are expected to attend scheduled health and safety meetings and provide the Union Office with a copy of the minutes from those meetings.
- g) The minimum Schedule of Expenses an Executive Board member can receive in any fiscal year is 50% of the appropriate rate outlined above; however they must be in office for a full fiscal year of their term to be eligible for this minimum payment.

## SECTION 15 – CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending meetings. Local 1287 is committed to removing barriers within its control so that all members have equal access to participation.

- (a) ~~When it is practical~~ and demand warrants, Local 1287 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed to a maximum of the living wage for the area for each hour of required care. Written requests for child care, dependent care or elder care must be made prior to meeting 24 hours in advance of any membership meeting. Reimbursement will be provided upon proof of payment to a maximum of four (4) hours.
- (b) Any member who is on authorized Local 1287 business may be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims will be reimbursed to a maximum of the living wage for the area for each hour of care required.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

#### SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND SCHOOLS

- (a) Except for the President's option (Section 9 (a)), all delegates to conventions, conferences, and schools will be chosen by election at membership meetings. The Local Union will not be responsible for any accident or property loss/damage incurred by delegate(s).
- (b) At the General Membership meeting following the receipt of the "Call" to conventions of all organizations with which this Local Union is affiliated, the Executive Board will make recommendations to the floor as to the number of paid delegates the Local Union is entitled to represent the Union at such conventions. Nominations and elections of such candidates will be held at the same meeting. Only members who are in good standing may stand for election to such conventions/conferences. To the extent practical at least one delegate will be a member of a non-regional bargaining unit of the Local.
- (c) When members are called to attend schools or seminars, the members of all committees will be given due consideration. Delegates are required to submit a written report to the membership, either separately or collectively. Failure to provide a written report to the membership will result in members being excluded for election to any subsequent schools, seminars, conventions etc. for a 2-year period. Where possible, the members will cover all workshops being presented.
- (d) Delegates to the Niagara District CUPE Council will be elected from the General Membership annually. A member responsible for reporting back to the Local Union membership will be appointed by the President from among these delegates, and the member appointed will make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council. Delegates will be provided an allowance of thirty dollars (\$30) per meeting attended.
- (e) Delegates to the Niagara Region Labour Council will be elected from the General Membership annually. A member responsible for reporting back to the Local Union membership will be appointed by the President from among these delegates, and the member appointed will report at each Local Union membership on proceedings at recent meetings of the Council. Delegates will be provided an allowance of thirty dollars (\$30) per meeting attended.
- (f) All delegates attending conventions, conferences, or schools held outside the Niagara region will be eligible for the following allowances:
1. Transportation expenses (at economy, tourist or coach rates) as follows:
    - i) To any site within 400 km radius, personal vehicle mileage allowance with the stipulation that car-pooling is recommended and will be the responsibility of the delegates to make these car-pooling arrangements, or public transportation, whichever is least.
    - ii) To any site over 400 km radius, economy air fare or train fare or car-pooling and on-site

travel expenses verified with receipts.

iii) Reimbursement for highway toll fees.

2. Per diem up to a maximum of one hundred dollars (\$100.00) per day for meals as follows:

- Twenty dollars (\$20.00) for breakfast;
- Thirty dollars (\$30.00) for lunch;
- Fifty dollars (\$50.00) for dinner.

3. Reimbursement to the employer for any member lost wages.

4. Where an overnight stay is required, the single room rate accommodation at the function's designated hotel(s). If a convention, conference or school is held outside of Niagara Region, overnight accommodations will be provided by the Local as necessary.

(g) Delegates to conventions, conferences, and schools will be reimbursed for transportation and parking costs (excluding valet, unless an accommodation is required) (receipts required) and provided per diem allowance as noted above for meals incurred as long as there were no meals included in the registration cost. The Local Union will reimburse the member's employer for any lost wages. The Local Union will not pay lost time for member participating on scheduled day(s) off.

(h) Any member of this Local Union who wishes to attend a convention, conference or school and is willing to provide their own lost time, accommodation and transportation, will receive the allowable per diem and registration fee paid by the Local Union with prior approval from the Local Executive and the General Membership.

(i) Local 1287 will provide members with their per diem allowance prior to their attending the convention, conference or school.

(j) Local 1287 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and schools.

## SECTION 17 – STANDING COMMITTEES

While various committees have been designated as Standing Committees, this in no way precludes the possibility of further committees being established from time to time as may be required.

### A. Negotiating Advisory Committee/Bargaining Team

- i) This will be a special committee established at least six (6) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a bargaining team has been elected. The committee will elect its own Chairperson.
- ii) The function of this committee is to prepare collective bargaining proposals.
- iii) The committee will consist of at least three (3) members elected from each Unit concerned, one of whom will be the Unit Vice President, ensuring equitable representation wherever possible.
- iv) The committee as a whole will elect a bargaining team consisting of representatives from each unit and/or in accordance with their respective collective agreements. It is at the discretion of the unit bargaining team to determine the method of voting for ratification purposes.

- v) The CUPE Representative assigned to the Local Union will be a non-voting member of the committee and will be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.
- vi) All members of Local 1287's bargaining team(s) will attend CUPE's collective bargaining workshops.
- vii) All expenses over and above the per diem allowance, arising from the Negotiating Committee and subsequent bargaining team will be reimbursed, excluding alcoholic beverages.

#### B. Executive Steering Committee

This committee will:

- Be the authorized Signing officers of the Local Union.
- Discuss and make recommendation(s) for any administrative and/or Local Union business to be actioned by the Executive Board and/or General Membership
- Ensure that the Local's Units are represented effectively and functioning efficiently.

The Executive Steering Committee will be comprised of the Local President, First Vice-President, Second Vice-President and Secretary-Treasurer. Chair of this Committee will be decided at the start of each meeting. The Executive Steering Committee will determine the appropriate representation for each Bargaining Unit. A meeting schedule shall be determined by November of every year for the following calendar year

#### C. Grievance Committee

This committee will:

- Oversee the handling of all Local grievances.
- Receive copies of all grievances.
- Report on the status of all grievances to be submitted to the Executive Board, the CUPE Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will recommend to the Executive Board whether or not the grievance will proceed to arbitration and/or mediation.

The committee members will consist of the President and/or designate, and applicable Unit Executives in consultation with the CUPE Representative or as otherwise described in the Collective Agreement.

#### D. Bylaws Committee

This committee will:

- Review the bylaws annually and make recommendations to the General Membership on proposed amendments through notice of motion for approval at the following general membership or special membership meeting.
- Review proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendment(s) will conform to the remainder of the bylaws and the CUPE National Constitution.
- Ensure that Local Union's bylaws are written in clear language, which does not change the intent or meaning of the bylaws.

The committee members will consist of the elected chairperson and at least 3 Executive Officers and any general member. The committee will appoint a secretary from among its members.

## E. Social Committee

This committee will:

- Arrange and conduct all social, cultural, and recreational activities of the Local Union, either on the committee's own initiative or as a result of decisions taken at membership meetings. The committee will submit reports and proposals to the Executive Board or to the membership as required.
- A budget for the committee will be fixed annually by the membership but, other than that, all social, cultural, and recreational events and activities will be self-supporting.
- Arrange and conduct such functions as may from time to time be decided upon by the General Membership.

The committee members will consist of the chairperson and a minimum of three (3) members with the assistance of Local office staff.

## F. WSIB/ Return to Work Committee/Health and Safety Committee

This Committee will:

- Investigate member difficulties with WSIB or non-occupational (Short-term Disability/Long Term Disability) claims, determine if all entitlements are being provided and to advocate as required on behalf of the member to resolve problems within the scope of the Local Union.
- Stay current with WSIB guidelines and rulings to better advise members of their rights and entitlements.
- Ensure proper conduct of the Corporation with respect to their administration of the WSIB Act provisions and their effect on Local Union members.
- Ensure that the "duty to accommodate" has been met and that all reasonable work has been considered and offered to a member seeking re-employment. The committee will be responsible to discuss with the Corporation modifications in job content to facilitate re-employment of the member within the organization.
- Be reimbursed for reasonable incidental expenses incurred during the performance of its duties and such expenses will be submitted within thirty (30) days.

The Committee will consist of the WSIB & Return to Work Co-ordinator, the President and/or their designate, the Unit Executive and the Health and Safety Coordinator.

## G. Job Evaluation Representative(s) (for JJEC)

- Serve at the discretion of the Local Union.
- Be appointed or removed as per section 9 (i). Such appointment will be reviewed and confirmed annually by the Local Union. If representative resigns from the position prior to the annual review, they must notify the Local Union Office.
- Be required to participate in a CUPE Job Evaluation training program.
- Be committed to improving job/pay equity in the workplace.
- Inform the Job Evaluation Coordinator of upcoming JJEC meetings and their outcomes.

## SECTION 18 – COMPLAINTS AND TRIALS

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

## SECTION 19 – RULES OF ORDER

All meetings of the Local Union 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 bylaws as Appendix "B". These rules will be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by Appendix "B", the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order will be consulted and applied.

## SECTION 20 – AMENDMENTS

1. These bylaws are always subordinate to the CUPE National Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE National Constitution, the latter will govern. The National President has the sole authority to interpret the CUPE National Constitution.
2. These bylaws will not be altered, suspended or amended unless notice of the intention to propose amended or additional bylaws was given at least seven days before, at a previous membership meeting, or 60 days before in writing. Any changes to these bylaws may only be adopted by a two-thirds vote of the members present at a regular or special membership meeting called for that purpose.
3. No change in these bylaws will be valid and take effect until approved by the National President of CUPE. The validity will date from the letter of approval

## SECTION 21 – PRINTING AND DISTRIBUTION OF BYLAWS

Members may request a copy of Local 1287 bylaws in paper format, digital file or via the Local Union web site at [www.cupe1287.com](http://www.cupe1287.com) . Members with special needs may request a copy of the bylaws in larger font.

## Appendix "A" - CUPE NATIONAL 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 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" - RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
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, 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. The Chairperson will keep a speakers list and in all cases 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; or 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 state briefly the basis for the appeal. The Chairperson will then state briefly 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. After a question has been decided, any two members who have voted with the majority can move reconsideration, provided that a motion for reconsideration is made at either the meeting where the decision proposed for reconsideration was made, or at the very next meeting.
26. Members are allowed to leave a meeting with the permission of the 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.

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.

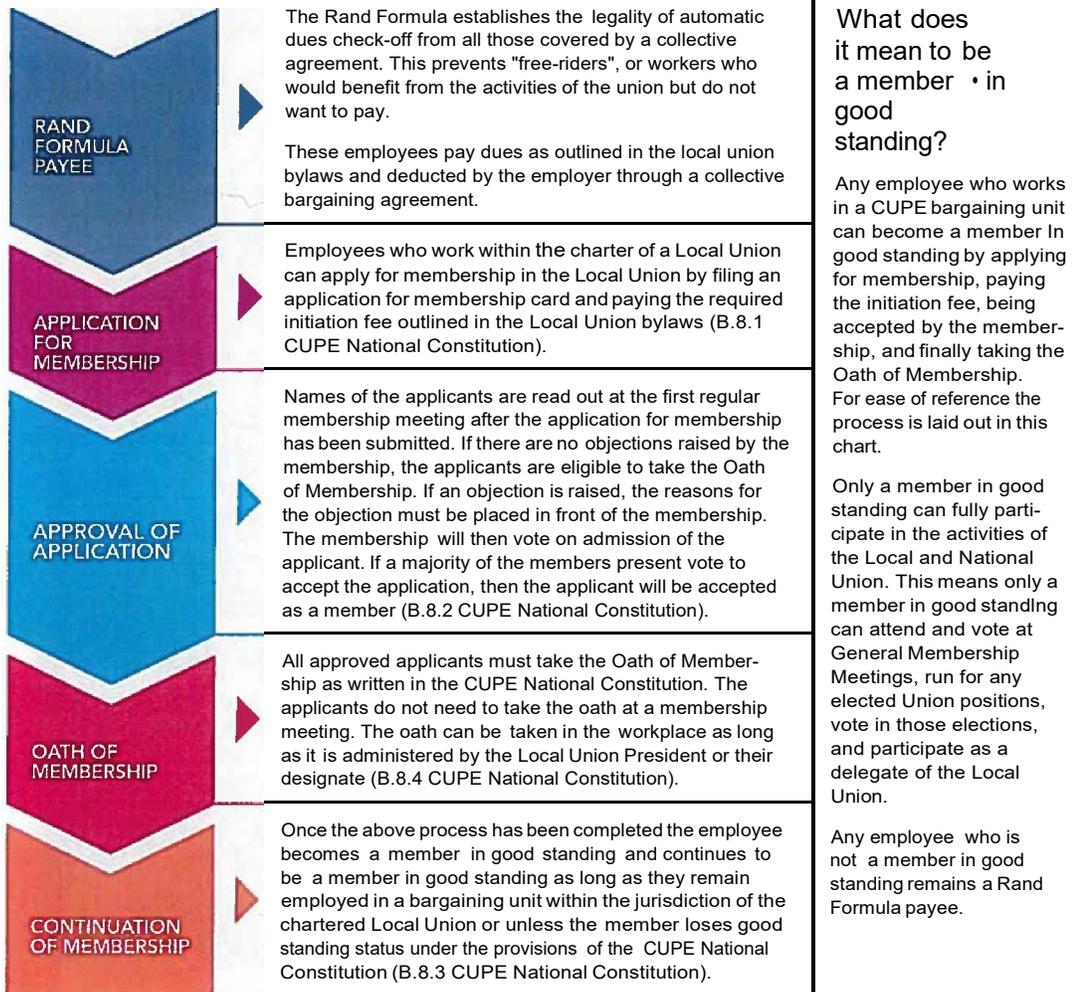
## Appendix "C" - CUPE LOCAL 1287 STRIKE FUND – TERMS OF REFERENCE

*The following CUPE Local 1287 Strike Fund Terms of Reference is as it currently exists and may be amended from time to time.*

1. Strike fund shall be placed in a separate account with three (3) signing officers from the Strike Fund Committee: the Local President, the Treasurer and a designate from the Executive Board. Such account and related investments should be the best interest-bearing vehicles available.
2. Strike fund shall only be used for the benefit of the Bargaining Units within Local 1287, when they are on strike.
3. Strike fund shall only be used to pay each qualified Member in the Bargaining Unit which is on strike, for payment of strike related expenses, and for no other purpose.
4. Each Member of a Bargaining Unit in Local 1287 shall contribute \$2 per week in addition to regular union dues, until \$3,000,000 has been accumulated, at which time contributions shall cease. Should the strike fund at any time, fall below \$1,500,000 the contribution will be reinstated until the strike fund reaches \$3,000,000.
5. Each Member of a Bargaining Unit in Local 1287 which is on strike shall receive \$200 per week in addition to their regular strike pay (of \$300 from CUPE National). Such money shall be administered until the end of the strike or until the strike fund is depleted. Strike pay begins to accrue on the 1st day after the strike has commenced. Payments will be made in conjunction with the CUPE National Strike Fund Regulations. When funds are not sufficient to pay \$200 per week per member, each Member shall receive an equal share of the balance.
6. Donations collected from outside sources during the course of a specific strike, will be deposited into the Strike Fund Account. On the recommendation of the Strike Fund Committee, these additional funds shall be distributed and/or used to benefit the striking Members for whom the donation was issued. Each strike will be considered separately.
7. It is recognized that these Terms of Reference are of special interest to all members and the following conditions shall apply to any proposed amendments.
  - (a) The Local Union can amend or add to its Terms only if a: "notice of the intention to propose the amendments was given at least seven days before at a previous membership meeting or 60 days before in writing."
  - (b) A 2/3 majority of Members present is required to carry the motion.
8. These Terms of Reference shall be reviewed on a yearly basis by the Executive Board.
9. The Treasurer shall report on the balance in the strike fund. The Trustees shall include the strike fund in their regular annual audits

## Appendix "D" - CUPE MEMBERS IN GOOD STANDING

### WHAT IS A "MEMBER IN GOOD STANDING"?



#### WHAT DOES IT MEAN TO BE A RAND FORMULA PAYEE?

A Rand Formula payee is an employee in a bargaining unit who pays union dues according to the applicable collective agreement and Local Union bylaws but who has not gone through the process of becoming a member in good standing of the union.

Note: Rand Formula payees have the right to be represented by the Local Union for violations of the collective agreement in accordance with the duty of fair representation legislation.

## Appendix “E” - 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.

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 1287, or any other CUPE chartered body. 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 CUPE bodies. 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. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.
4. If the complaint involves a national 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 CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.
7. 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. For other events, the presiding officer shall consult the National President.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within 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.

This Code of Conduct does not replace a member's right to access the trial provisions under Appendix F of the CUPE National Constitution.

## Appendix "F" - CONFLICT OF INTEREST

### Policy

CUPE 1287 elected representatives strive to conduct the business of the local with the highest integrity and in a manner that is free from conflicts of interest by being aware, prudent, and forthcoming about potential conflicts.

### Purpose

This policy describes how representatives will conduct themselves in matters relating to real or perceived conflicts of interest and will outline how representatives shall make decisions in situations where a conflict of interest may exist.

### Scope

This policy applies to all elected representatives and staff of CUPE 1287.

### Representatives will not:

- a) Engage in any business or transaction on behalf of the local, or have a financial or other personal interest, that is incompatible with their official duties with CUPE 1287, unless such business, transaction, or other interest is properly disclosed to the executive board and approved by the general membership.
- b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment.
- c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends or colleagues have an interest, financial or otherwise.
- d) Place themselves in positions where they could, by virtue of being a CUPE 1287 representative, influence decisions or contracts from which they could derive any direct or indirect personal benefits.
- e) Accept any gifts or favour of monetary value that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a CUPE 1287 representative.

### Representatives will:

- a) Disclose all real or perceived conflicts of interest that they discover or that have been brought to their attention in connection with this organization's activities and will be noted in the minutes of the meeting.
- b) Abstain from making motions or participating in discussions or deliberations with respect to the subject of the conflict (other than to present factual information or to answer questions at the request of the executive board or general membership).

Decisions and transactions that involve a conflict of interest that has been proactively disclosed by a CUPE 1287 representative will be considered and decided in accordance with the CUPE National constitution and local bylaws.