



# BYLAWS

Canadian Union of Public  
Employees Local 2081

Ratified by Membership: May 15, 2024  
Approved by NPO: July 26, 2024



## **The Oath of Membership**

“I promise to support and comply with the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union”

### **Oath of Office (for elected and appointed officers)**

“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 all property of the Union to my successor at the end of my term.”

(National Constitution, Article 11.6(b))

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## **1. Name**

The name of this Local shall be Canadian Union of Public Employees Local 2081. The names of the Local's bargaining units shall be:

- CUPE 2081, Camosun College Support Staff
- CUPE 2081, Camosun College Student Society Support Staff

## **2. Principles and Objectives**

Duties and responsibilities of Elected Officers and Members of Committees should be as widely dispersed as possible. It should not be left to the willing few to have to serve in multiple capacities; in other words, duties should be shared by the many, rather than the few. While various committees have been designated as "Standing" Committees, this does not preclude the possibility of special committees being established from time to time as may be required and necessary. In order to improve and maintain the social and economic welfare of its members without discrimination, to promote efficiency in public employment, and to give clear evidence of its recognition of the unity of organized labour, this Local has been formed and does now establish these bylaws for its government.

The following bylaws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE National Constitution, to safeguard the 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.

### **2A. Amending Bylaws**

Any amendments to these bylaws must be approved by a two-thirds (2/3) vote at a Membership Meeting, provided at least seven (7) days' notice at a previous Meeting or at least sixty (60) days' written notice has been provided. All such amendments shall then be sent to the National President for approval, in accordance with the CUPE Constitution.

## **3. Definition of a Member in Good Standing**

### **3A. Definition of a Member in Good Standing**

A Member in Good Standing is an employee of Camosun College, or Camosun College Student Society, who has been initiated into Membership of this Union and who agrees to abide by the CUPE Constitution and this Local's bylaws.

### **3B. Definition of a Lifetime Member**

The Membership may convey a "Lifetime Membership" on a retiring Member who has contributed to the betterment of the Local. A "Lifetime Member" shall have voice, but no vote, at all Membership Meetings of the Local.

## **4. Initiation Fee and Union Dues**

### **4A. Initiation Fee and Regular Dues**

Each new member shall pay a one-time-only Initiation Fee of ten dollars (\$10.00), which shall not be deducted, until the member has been paid for at least fourteen (14) hours' work. All Members will pay Union Dues in the amount of one decimal eighty five percent (1.85%) of gross earnings, to be deducted from each pay cheque. Dues can be increased by referendum or at a general membership meeting.

#### **4B. Assessments**

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

(National Constitution, Article B.4.2)

#### **4C. Definition of a Lifetime Member**

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

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

(National Constitution, Article B.8.6)

### **5. Membership Meetings**

There are four (4) types of Membership Meetings: General, Special, Bargaining Unit and Annual General.

#### **5A. Notice**

The date, time and place for all Membership Meetings shall be at the discretion of the Executive Board and/or President. As much notice as possible should be given, but written, poster and/or electronic notice shall not be less than forty-eight (48) hours.

#### **5B. Quorum**

A quorum for the transaction of business at any Membership Meeting shall consist of twenty (20) Members, including at least four (4) Members of the duly Elected Officers. If the quorum is not achieved and fifty-one percent (51%) of the Executive Board is present, then the Meeting will be conducted as if there was a quorum to deal with only the issues that are on the Agenda, which was circulated with the notice for the Meeting. There shall be no new business entertained, nor shall any voting be taken on bylaw amendments, nor on any issue related to negotiations. In these circumstances, any decision made by the Executive Board must be reported back for ratification at the next membership meeting.

#### **5C. Use of Technology**

The Executive Board may use any available technology in announcing and/or conducting Meetings, provided the principles of access and democratic debate are preserved. In accordance with Article B.6.2 of the National Constitution, only in-person meetings may use paper ballots for votes; voting at virtual and/or hybrid meetings will take place electronically to ensure all members' have equal standing.

#### **5D. General Membership Meetings**

General Membership Meetings shall be held at least three (3) times each calendar year. The order of business for General Membership Meetings shall be:

1. Acknowledgement of Traditional Territories
2. Roll Call of Officers
3. Reading of the Equality Statement
4. Initiation of New Members
5. Approval of Agenda
6. Approval of Minutes of Previous Meeting
7. Business Arising from the Minutes
8. Secretary-Treasurer Report
9. Membership Report
10. Executive Board Recommendations
11. Executive Board Expenditures
12. Reports of Executive Committees & Delegates (includes Correspondence Report, Chief Shop Steward/Office Coordinator Report, Education Report, etc.)
13. Unfinished Business
14. New Business (motions from the floor)
15. Nominations, Elections or Installations (if required)
16. Good of the Union (announcements, commendations, concerns)
17. Adjournment

#### **5E. Special Membership Meetings**

In addition to the three (3) required General Membership Meetings, Special Membership Meetings may be called at the discretion of the Executive Board, or by written request from no fewer than twenty (20) members.

Special Membership Meetings will have an abbreviated Agenda, which shall be circulated with the notice of meeting, including:

1. Acknowledgement of Traditional Territories
2. Roll Call of Officers
3. Reading of Equality Statement
4. Initiation of New Members
5. Approval of Agenda
6. Specific Item(s) for which the Meeting was Called
7. New Business (motions from the floor)
8. Good of the Union (announcements, commendations, concerns)
9. Adjournment

#### **5F. Bargaining Unit Meetings**

Bargaining Unit Meetings will have an abbreviated Agenda, which shall deal with issues of concern of the Members of the Bargaining Unit. The Chair of the meeting will be the Shop Steward of the Bargaining Unit, or the President, or a designate of the Local. The Agenda shall be:

1. Acknowledgement of Traditional Territories
2. Roll Call of Officers
3. Reading of the Equality Statement
4. Initiation of New Members
5. Approval of Agenda
6. Approval of Minutes of Previous Meeting



7. Business Arising from the Minutes
8. Specific Item(s) for which the Meeting was Called
9. New Business (motions from the floor)
10. Good of the Union (announcements, commendations, concerns)
11. Adjournment

## **5G. Annual General Meeting**

The Annual General Meeting shall be held in March of each year and is in addition to the three (3) required General Membership Meetings. The Agenda shall include:

1. Acknowledgement of Traditional Territories
2. Roll Call of Officers
3. Reading of the Equality Statement
4. Initiation of New Members
5. Approval of Agenda
6. Annual Reports from Executive Board Members and Committees, which may include recommendations for the upcoming year
7. Executive Board Recommendations
8. Refreshments/Social Gathering
9. Election of Officers, Committees, Representatives and Delegates
10. Oath of Office
11. New Business (motions from the floor)
12. Good of the Union (announcements, commendations, concerns)
13. Adjournment

## **6. Elections**

### **6A. Positions to be Elected at the Annual General Meeting**

Positions to be elected at the Annual General Meeting include:

1. Executive Board (as per Section 7)
2. Trustee(s)
3. One (1) representative to Job Evaluation Committee (in even years)
4. Two (2) representatives to Occupational Health & Safety Committee
5. Delegates to Victoria Labour Council and Vancouver Island District Council of CUPE
6. Chair, Negotiating Committee
7. Communications Officer (in even years)
8. Any other position as decided by the Executive Board

### **6B. Pre-Election Committee**

By November 15 of each year and subject to the approval of the membership, the President shall assign a member who is not up for election at the next Annual General Meeting, to chair the Pre-Election Committee. The Chair shall then recruit at least two (2) non-Executive Members to also serve on the Pre-Election Committee. Officers and candidates for office cannot serve as members of the Pre-Election Committee.

The Pre-Election Committee shall:

- ensure the membership is informed of the positions to be elected at the Annual General Membership Meeting (AGM);

- encourage eligible members to stand for election;
- advise candidates of the time commitment for the elected positions and encourage them to discuss this commitment with their supervisor;
- not endorse any candidate.

## **6C. Electoral Procedure**

Elections shall be conducted by a member who is not up for election or by a guest invited by the Executive Board and shall be by secret ballot. Officers and candidates for office cannot serve as the Election Chair. For each position being elected, the Election Chair will call for nominations from the floor. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member. Each nominee shall be invited to appoint a scrutineer to oversee the ballot count. Elections shall be decided by a majority of votes. The successful candidate must receive a majority (more than 50%) of the ballots cast.

If a majority vote is not attained on the first vote, second and subsequent votes shall be taken, if necessary, to obtain a majority. On the second and subsequent votes, the candidate receiving the lowest number of votes in the previous vote shall be dropped. The same procedure shall be observed in the event of a tie vote. In the event the tie vote persists, subsequent votes may be deferred to the next membership meeting.

## **6D. Oath of Office**

The Election Chair shall conduct the newly Elected Officers and representatives through the Oath of Office.

## **6E. By-Elections**

If any position should become vacant before its term is complete, the position will be filled for the remaining time through a By-Election, which shall be held at a Membership Meeting within three (3) months of the vacancy occurring.

## **7. Elected Officers and Executive Board**

### **7A. Eligibility to Hold Office**

- 1) No Member shall be eligible to hold office on the Executive Board, unless the Member has been a Member in Good Standing. No Member shall hold more than one (1) position on the Executive Board concurrently.
- 2) In the event that positions are not filled at the Annual General Meeting, the Executive Board may appoint a member on a temporary basis until a by-election can take place. In a situation where elections are held and no one stands as a candidate to a position, nominations will be re-opened. In accordance with Article B.2.3 of the National Constitution, all Officers and Executive Board members must be elected by the members.

### **7B. Composition**

The Elected Officers of the Local shall be:

- President;
- Vice President;

- Secretary-Treasurer;
- Recording Secretary;
- Labour Relations Officer/Office Manager,
- Education Coordinator;
- Job Evaluation Coordinator;
- Health & Safety Coordinator;
- Member-at-Large (two (2) positions);
- Campus Steward;
- Campus Steward;
- Communications Officer;
- Trustee (three (3) positions).

In addition, each CUPE 2081 bargaining unit may appoint one (1) Member as a voting member. The Executive Board shall be comprised of all Elected Officers, except Trustees.

The Signing Officers shall be the President, Vice President, Secretary-Treasurer, and the Labour Relations Officer/Office Manager.

### **7C. Terms of Office**

The:

- President,
- Education Coordinator,
- Health & Safety Coordinator,
- Campus Steward,
- Campus Steward, and
- Communications Officer,

shall be elected in even-numbered years and serve two (2) year terms.

The:

- Vice President,
- Secretary-Treasurer,
- Recording Secretary,
- Labour Relations Officer/Office Manager,
- Job Evaluation Coordinator,

shall be elected in odd-numbered years and serve two (2) year terms.

All other Officers shall be elected to one (1) year terms, except Trustees, who shall be elected to three (3) year terms to preserve overlapping terms of office.

The President, Secretary-Treasurer, and Labour Relations Officer/Office Manager, positions shall have a three (3) month overlap with outgoing Officers and (new) incoming Officers to ensure transition of materials and an assessment of training needs can be done to ensure the incumbents' success. Outgoing Officers will continue to receive Out-of-Pocket Expenses, for the three (3) month period, as per Section 10 of these bylaws.

### **7D. Executive Board Meetings**

The Executive Board shall meet at least once a month throughout the year with the exception of July and August, unless required. Shop Stewards shall be invited to attend the Executive Board Meetings with full voice, but no vote. At least once each year, the Executive Board will have a full day Meeting on a regularly scheduled workday. Any six

(6) Executive Board Members will constitute a quorum at Executive Board Meetings, provided at least one (1) Table Officer is present.

## **7E. Attendance**

Each member of the Executive Board shall make every effort to attend each Executive Board Meeting and Membership Meeting. An Executive Member who cannot attend a Meeting should contact the Recording Secretary as early as possible. If an Officer fails to attend three (3) consecutive membership meetings or three consecutive executive meetings without good and sufficient reason, their office will be declared vacant and filled at the next meeting.

## **8. Duties of Officers and Committees**

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

(National Constitution, Article B.3.9)

All signing Officers of Local 2081 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.

(National Constitution, Article B.3.5)

## **8A. Executive Board**

The Executive Board shall:

- encourage broad membership participation at Meetings, on Committees, and in any activity endorsed by the Union;
- set an example to the Membership by attending the Membership Meetings, whenever possible;
- speak out and/or initiate appropriate action in defense of Members, the Union, the Collective Agreement, and social justice;
- have the authority to approve any Member attending an educational workshop sponsored by CUPE or the Canadian Labour Congress;
- receive all charges against Members or Officers of the Local; any trials held under the provisions of these bylaws shall be carried out in accordance with the provisions of the CUPE Constitution;
- contribute regularly to the Local's communications network.

## **8B. President**

The President shall:

- interpret these bylaws as required;
- enforce the CUPE Constitution and these bylaws;
- review, edit and record all suggested alterations to the bylaws in consultation with the Executive Board
- preside at all Membership, Executive Board, and Committee Meetings, or any Meeting at which the business of the Local is being conducted, preserve order, and shall deal with complaints of inappropriate behaviour at events organized by the local union in accordance with CUPE National's Code of Conduct;
- decide all points of order and procedure (subject always to appeal to the

- Membership);
- act as ex-officio member on any Committee and at any Meeting involving the Local's business;
- be empowered to designate another elected Table Officer to stand in their place as ex-officio member;
- in the case of a bargaining unit, be empowered to designate a bargaining unit Shop Steward to stand in the Member's place as ex-officio member;
- have a vote on all matters (except appeals against their rulings) and in case of a tie, vote on any matter, including elections; have the right to cast an additional vote to break the tie;
- ensure that all Officers perform their assigned duties;
- appoint Members to fill Committee vacancies, where elections are not provided for;
- introduce new Members and conduct new Members through the initiation ceremony;
- sign cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, bylaws, or vote of the Membership;
- have first preference as a delegate to the CUPE National Convention, the CUPE BC Convention, and the BC Federation of Labour Convention;
- ensure motions passed at any Membership Meeting are acted upon in a timely and effective manner;
- be a representative to the Labour/Management Cooperation Committee.

#### **8C. Vice President**

The Vice President shall:

- act as the President in their absence;
- coordinate the orientation for new Members;
- present the Executive Board recommendations at the Membership Meetings;
- attend CUPE Financial Officers training as soon as possible after being elected;
- perform the duties of the Secretary-Treasurer, if the Secretary-Treasurer is unable to fulfill their duties for more than thirty (30) days;
- be a representative to the Labour/Management Cooperation Committee.

#### **8D. Secretary-Treasurer**

The Secretary-Treasurer shall:

- 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.
- 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.

(National Constitution, Articles B.3.4 to B.3.8)

- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- report all financial transactions to the Executive Board
- provide written financial reports at general membership meetings
- carry out their duties in accordance with the CUPE Constitution;

- sign all cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, bylaws, or vote of the Membership;
- receive and activate authorization for payroll deduction of Union Dues and an Initiation Fee from each Member of the Local;
- ensure expense vouchers are properly completed and signed for each cheque issued;
- use accounting practices as defined in the CUPE Financial Officer's Handbook;
- record and report all authorized release time to the Membership;
- report to the President any Out-of-Pocket Expenses cheques that are not cashed after thirty (30) days;
- be granted up to three (3) days paid union leave per month to perform their duties, when necessary.

#### **8E. Labour Relations Officer/Office Manager**

The Chief Shop Steward Labour Relations Officer/Office Manager shall:

- be a full time Officer and their wage will be the highest pay grade and step in the collective agreement.
- have the authority to appoint up to twenty (20) Shop Stewards; such appointments may be ratified upon request of the Members;
- have the authority to remove Shop Stewards, subject to Executive approval; the affected Shop Steward may appeal this decision at the next General Membership Meeting;
- chair the Grievance Committee;
- discuss grievances, which have not been resolved by Shop Stewards at the appropriate supervisory level, with representatives of the Employer; if agreement is not reached within the time limits specified in the Collective Agreement, the matter shall be referred to the Grievance Committee for appropriate action;
- when necessary to further the prosecution of a complaint, and after consultation with the President, or in their absence the Vice President, write or cause to be written emergent letters to any person or persons, and such letters may be signed by the Labour Relations Officer/ Office Manager or by the Correspondence Secretary; the contents of such letters shall be reported at the next Executive Board Meeting;
- police the Collective Agreement;
- keep an accurate record of staff changes as reported by the Employer;
- prepare arbitration materials and submissions, when necessary;
- be a representative to the Labour/Management Cooperation Committee;
- coordinate the affairs of the office and act as a supervisor for support staff employed by the Local;
- provide support staff duties to the Local, when no other support staff are employed by the Local;
- approve the website content for the Local;
- maintain the website content for the Local, when necessary;
- maintain the procedures manual for the Local's office with list of duties and expectations of the Labour Relations Officer/Office Manager, and other positions of the Executive Board and support staff;
- be the Local's Privacy Officer;

- ensure course registration forms and fees are sent on time and necessary accommodation and travel arrangements are made.

#### **8F. Recording Secretary**

The Recording Secretary shall:

- 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.

(National Constitution, Articles B.3.3)

- have the duty of maintaining the record of attendance;
- ensure that the attendances recorded in the "sign in" book are made available to the Trustees and Pre-election Committee for monitoring;
- take action as directed by the Executive Board in matters related to Executive Board Meetings (e.g., room bookings, notification to Executive Members of date and time, etc.);
- with reasonable notice, have all records ready for Trustees;
- record the names of all newly-initiated Members;
- attach all reports to the appropriate minutes.
- in consultation with the President, prepare and distribute Executive and Membership Meeting Agendas;
- have sufficient copies of the previous Membership Meeting minutes printed for distribution at, or prior to, the next Membership Meeting;
- copy and distribute minutes of Executive Board Meetings to Executive Members at, but preferably, prior to, all Meetings;

#### **8G. Education Coordinator**

The Education Coordinator shall:

- research and circulate information regarding Union education courses;
- plan, organize and promote educational activities;
- assist the Labour/Management Cooperation Committee with planning, organizing and developing education opportunities;
- act as a liaison with other educational providers;
- be a representative to the Labour/Management Cooperation Committee.

#### **8H. Campus Stewards**

The Campus Stewards shall:

- act as liaison between the campus Members and the Executive Board;
- report at Executive Board Meetings on any issue affecting any Member of that campus;
- assist in the recruitment of Shop Stewards;
- replace the Labour Relations Officer/Office Manager, whenever they are on a leave, as required, or as determined by the President;

#### **8I. Job Evaluation Coordinator**

The Job Evaluation Coordinator shall:

- be an active member of the Camosun College Joint Advisory Job Evaluation Committee (JAJEC) and take a leadership role;
- encourage an active job evaluation subcommittee;
- keep the Executive Board updated on job evaluation issues and concerns.

#### **8J. Health and Safety Coordinator**

The Health and Safety Coordinator shall:

- be an active member of the Camosun College Joint Occupational Safety and Health (JOSH) Committee and take a leadership role;
- keep the Executive Board updated on health and safety issues and concerns;
- work with the Education Coordinator to promote on-going education on health and safety issues.

#### **8K. Member-at-Large**

Each Member-at-Large shall:

- participate in all decision-making at Executive Board Meetings;
- assist Table Officers and Coordinators, when appropriate and as assigned;
- be responsible for the distribution of the Local's newsletter and printed information.

#### **8L. Trustee**

The Trustees shall:

- Make a written report of their findings to the first membership meeting following the completion of each audit.
- 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.

(Articles B.3.10 to B.3.12)

- act as an auditing committee and annually audit the Local's books, assets, and accounts of the Secretary-Treasurer, then report their findings to the Local at the Membership Meeting after their audit;
- ensure expense vouchers are properly completed and signed for each cheque issued;
- use the audit forms supplied by the CUPE National Office and ensure a copy of the audit is sent to the CUPE National Secretary-Treasurer and the CUPE National Area Office, in accordance with the provisions of the CUPE Constitution;
- be granted up to two (2) days paid union leave per year to perform his/her duties, when necessary.
- submit in writing any recommendations to the President and Secretary-Treasurer

#### **8M. Signing Officers**

The Signing Officers shall:

- be the Secretary-Treasurer, President, and the Vice President, and the Labour Relations Officer/Office Manager, who will act as a signing officer only in the absence of the President and/or Vice President;
- be bonded in accordance with the CUPE Constitution;
- not sign approval on expense vouchers for cheques issued to themselves, but shall



instead acquire the signature of another Signing Officer.

#### **8N. Grievance Committee**

The Grievance Committee shall:

- be comprised of the Labour Relations Officer/Office Manager, the President or their delegate, and the Shop Steward involved;
- rule on grievances and process grievances in accordance with the current Collective Agreement; the decision of the Grievance Committee is final, unless the Member involved wishes to appeal the decision to the Executive Board; no Member shall withdraw a written grievance, while it is being processed, without permission or recommendation of the Grievance Committee;
- at the discretion of the Grievance Committee, call the CUPE National Representative as an advisor.

#### **8O. Negotiating Committee**

The Negotiating Committee shall:

- be a special ad hoc Committee consisting of at least three (3) members appointed by the Chair of the Negotiating Committee at least six (6) months prior to expiry of the Collective Agreement;
- elect a Chair at the Annual General Meeting one (1) year before the expiry of the Collective Agreement;
- receive membership approval for bargaining proposals, before presenting the bargaining package to the Employer;
- bargain in good faith acting upon directives of the Membership;
- tender progress reports to Executive Board Meetings and at General Membership Meetings and call for Special Membership Meetings, should the need arise;
- at the conclusion of negotiations with management, bring the proposed Agreement to the Executive Board and then, to a Special Membership Meeting for ratification by secret ballot;
- automatically disband on signing of the new Collective Agreement;
- include the CUPE National Representative assigned to the Local, who will be a non-voting member of the Negotiating Committee.

#### **8P. Labour/Management Cooperation Committee**

The Labour/Management Cooperation Committee shall:

- consist of the President, Vice President, Labour Relations Officer/Office Manager, and Education Coordinator;
- have a member of the Executive Board, or designate, act as an alternate, at the discretion of the President;
- report on their meetings at both Executive Board and General Membership Meetings;
- act as a Bargaining Committee on issues arising between bargaining sessions, subject to ratification at a Membership Meeting.

#### **8Q. Occupational Health and Safety Committee**

The Occupational Health and Safety Committee shall:

- consist of the Health and Safety Coordinator and two (2) members elected at the Annual General Meeting;
- be voting members at all meetings of the Camosun College Joint Occupational Safety and Health (JOSH) Committee;
- promote health and safety education.

#### **8R. Job Evaluation Committee**

The Job Evaluation Committee shall:

- consist of the Job Evaluation Coordinator and one (1) member elected for a two (2) year term in even numbered years at an Annual General Meeting;
- be voting members at all meetings of the Camosun College Joint Advisory Job Evaluation Committee;
- promote job evaluation education.

#### **8S. Comfort Chair**

The Comfort Chair shall:

- accept requests from the floor or in writing/witnessed by another member
- be a member in good standing
- be appointed annually by the Executive Board and also, an alternate shall be appointed to act in their absence;
- be informed by the Membership of any lengthy illnesses, bereavements, births, weddings, or retirements, or any other occasion, which should be recognized with the following guidelines:
  - appropriate gifts sent for: close family bereavements; births; hospital stays exceeding two days; lengthy absences from work (longer than two weeks), due to illness, accident, or disability;
  - cards sent for weddings and retirements;
- report to the Membership on a regular basis.

#### **8T. Communications Officer**

The Communications Officer shall:

- oversee a Communications Committee, which will ensure the newsletter, website and communications network are maintained;
- ensure the content of both the newsletter and the website have approvals of the President and the Labour Relations Officer/Office Manager,
- take minutes at Union Meetings, whenever the Recording Secretary is absent;
- be granted up to two (2) days paid union leave per month to perform their duties, when necessary.

### **9. Appeals**

Any member can appeal to the Executive Board to review a decision made by a Union Committee (e.g., Job Evaluation), which affects themselves.

### **10. Out-of-Pocket Expenses**

Reimbursement for monthly Out-of-Pocket Expenses shall be given as follows:

- President \$175.00
- Other Officers / Coordinators \$150.00
- Campus Steward \$100.00
- Campus Steward \$100.00
- Member-at-Large \$75.00
- Component Representative \$75.00
- Board of Governor's Representative \$75.00

- 10A.** Out-of-Pocket Expenses include: local mileage and parking costs, in-town meals, personal stationery supplies, and any other expenses incurred, due to Union-related business, excluding Conventions and Conferences.
- 10B.** Out-of-Pocket Expenses are not intended to cover mileage or parking for trips in excess of fifty (50) kilometres, out-of-town expenses, travel, or accommodation, or food provided at Executive Board Meetings or Membership Meetings.
- 10C.** No Executive Member shall receive Out-of-Pocket Expenses as a Shop Steward.
- 10D.** A Member, who receives Out-of-Pocket Expenses, is responsible for keeping receipts, mileage, and records relating to the Out-of-Pocket Expenses.
- 10E.** Any Member, who holds a position that receives Out-of-Pocket Expenses from this Local, who is on a leave of absence, sick leave, WorkSafe BC leave, short term disability, or long term disability, for an entire month, will not receive Out-of-Pocket Expenses for that month.

## **11. Spending of Funds**

### **11A. Budget and Payments**

- (i) The Secretary-Treasurer shall make timely payments for monthly per capita taxes and operating expenditures. Subject to the limits outlined in the annual budget, the Executive Board may authorize payments for Union office and Committee expenses. Any Executive expenditure over five hundred dollars (\$500.00) must be approved by the Membership and requires two (2) working days' written notice. The Executive Board, at its discretion, may authorize expenditures up to five hundred dollars (\$500.00) for Union business. Executive Board expenditures must be reported at the next General Membership Meeting.
- (ii) Donation expenditures beyond the list of Standing Motions will be limited to the amount approved in the annual budget.

### **11B. Training New Executive**

The Executive Board shall, upon the election of a new Executive or Table Officer, approve specific training at the next available opportunity for these positions, at a cost not to exceed one thousand five hundred dollars (\$1,500.00) in total; and will provide a detailed report at the next General Membership Meeting.

### **11C. Release Time for Work of the Local**

- (i) Subject to the limitations of the annual budget, the President and the Secretary-Treasurer may approve paid release time for an Executive Member, or Member, to carry out the work of the Local, to be limited to the cost of wages and benefits of the Member/s on authorized release time. Any release time involving meetings or actions at the request of the Employer shall be recorded and the appropriate costs

will be billed back to the Employer for reimbursement to the Local.

- (ii) Full time release for the Labour Relations Officer/Office Manager, shall be granted.
- (iii) An Executive Member or Trustee will be granted paid union leave to attend a Union Meeting when his/her scheduled work shift conflicts with that Union Meeting.

#### **11D. Contributions or Donations**

Any motion under New Business at a General Membership Meeting for a donation or contribution over two hundred and fifty dollars (\$250.00) shall require a notice of motion. The notice of motion must be given at a previous meeting at least seven (7) days before the vote.

#### **11E. Defense Expenditures**

Costs of local defense campaigns, grievances, arbitrations, Union Meetings, or any expenditure deemed to be necessary to defend the CUPE 2081 Collective Agreement, or CUPE Members generally, is deemed to be an essential service of CUPE 2081 and as such, does not require Membership approval.

Any expenditure for defense shall be reported to the Membership. Whenever possible, application to CUPE BC and CUPE National for cost-sharing support will be made.

#### **11F. Hardship Funds**

Requests to a maximum of two-hundred and fifty dollars (\$250.00) on a one time only basis for Members in Good Standing may be requested by the Member in need to the Labour Relations Officer for approval. The Union will be the last resort and if approved the Member will receive a gift card to the grocery store of their choice. Expenses will be reported at the next General Membership Meeting, without divulging who the member is. Any request exceeding \$250.00 will be forwarded to the CUPE BC Hardship Committee for consideration.

### **12. Strike Fund Regulations**

**12A.** The CUPE Local 2081 Strike Fund shall be realized from the normal collection of Union Dues.

**12B.** Subject to the limitations of the annual budget, the Secretary-Treasurer shall direct monies available, after ensuring the normal operation of the Local, to the CUPE Local 2081 Strike Fund.

**12C.** CUPE Local 2081 Strike Fund monies will be invested in term deposits or similar instruments issued or unconditionally guaranteed by credit unions and it will be reported as such at Membership Meetings.

**12D.** In these Regulations, "Strike" includes a cessation of work caused by a strike, a lockout, or honouring the picket line of another CUPE local, or trade union, at a shared work site.

**12E.** In order to qualify for CUPE Local 2081 Strike Fund benefits, Members must sign in and out on the Strike Duty Sheet provided by the Picket Captains, and perform four (4) hours of active Strike Duty per day as assigned by the Strike Committee.

**12F.** To be eligible for CUPE 2081 Strike Fund benefits, a Member must fulfill the following

requirements:

- (i) be in good standing as per the CUPE Local 2081 bylaws, before a Strike begins; and
  - (ii) be on the active payroll of the Employer, who is subject to the Strike action, at the beginning of the Strike; and
  - (iii) participate in the Strike by performing assigned Strike Duties as above, and as determined by, and recorded on, the Strike Duty Sheet. Completed Strike Duty Sheets must be forwarded to the Secretary-Treasurer by the Picket Captains.
- 12G.** Any Member failing to perform assigned Strike Duties without just cause shall not be eligible for CUPE Local 2081 Strike Fund benefits.
- 12H.** A Member in Good Standing will not be entitled to CUPE Local 2081 Strike Fund benefits, if:
- (i) at the beginning of the Strike, the Member was unemployed or laid off, unless the lay-off is directly related to the Strike;
  - (ii) at the beginning of the Strike, the Member was receiving sickness, vacation, accident and/or Workers Compensation/WorkSafeBC benefits;
  - (iii) the Member fails to perform assigned Strike Duties, because of employment obligations;
  - (iv) the Member fails to respect the Local's picket line without the authorization of CUPE Local 2081.
- 12I.** A Member who is not entitled to CUPE Local 2081 Strike Fund benefits for a reason set out above shall be eligible for CUPE Local 2081 Strike Fund benefits when the issue is resolved.
- 12J.** CUPE Local 2081 Strike Fund Pay shall be forty dollars (\$40.00) per day, for every day the Member completes four (4) hours of Strike Duty, as recorded on the Strike Duty Sheet, commencing on the first day of Strike Duty, and ending on the ninth day of Strike Duty, to a maximum of three hundred and sixty dollars (\$360.00).
- 12K.** A Member participating in a rotating Strike, who completes Strike Duty, shall be eligible for CUPE Local 2081 Strike Fund Pay commencing on the first day of participation in the Strike.
- 12L.** In the event that the CUPE Local 2081 Strike Fund is not sufficient to pay out the funds to those eligible Members, in the amounts provided above, the Fund shall be paid out in a manner such that the CUPE Local 2081 Strike Fund may allow payments, in an equal manner, to those eligible Members.
- 12M.** Pay out of CUPE Local 2081 Strike Fund monies to eligible Members shall be carried out as soon as is humanly possible, after the ninth day of action, or the Strike is concluded, whichever is sooner.
- 13. Delegates to Conventions, Conferences, and Educational Opportunities**
- 13A.** The President in office at the time of the Conventions and Conferences shall have first preference as the delegate to the Conventions and Conferences. All other delegates to Conventions, Conferences, and Educational Opportunities shall be

elected at a Membership Meeting. Educational Opportunities shall first be made available to Members, who have not attended the indicated training, followed by those Members seeking a refresher course, if seats are available.

**13B.** Members shall be elected as delegates to a Convention or Conference, at a General Membership Meeting. In the event that approved delegate seats are not filled at the time of elections, selection of the attendee(s) for the unfilled seats shall rest with the Executive Board.

**13C.** Delegates' Responsibilities:

- (i) It is expected that all delegates will act in a responsible, honourable manner as representatives of CUPE Local 2081.
- (ii) All delegates shall submit a written report. This report can be submitted by the delegates as a group.
- (iii) Delegates are expected to attend all regular sessions of a Convention, Conference, and/or an Educational Opportunity.

#### **14. Delegates' Expenses**

A Member who is elected or appointed to attend a Union School, Workshop, Convention, Conference, or any other Meeting(s) shall be paid his/her current rate of pay for all time lost from work, including statutory holidays. Other expenses shall be reimbursed as follows:

##### **14A. Mileage and Other Travel Costs:**

- The mileage rate shall be determined by the CUPE BC rate. Mileage will be paid when a personal vehicle is used for the Local's business and will not be paid for unnecessary use of additional vehicles. A mileage claim cannot exceed the total cost of flying. Airfare shall be economy class, unless an accommodation is required to meet the needs of a Member. All other travel costs, such as ferry, parking, taxi, etc., shall be reimbursed, upon submission of valid receipts and expense vouchers. Advance payments may be claimed for known costs.
- Phone calls of a personal nature shall be the responsibility of the delegate.
- Internet access for Union business shall be provided at Union expense with prior approval of the President or Secretary-Treasurer.
- Parking shall be provided at Union expense, when necessary.
- Any other expenses shall be the responsibility of the delegate.
- A delegate package containing information on appropriate claims will be provided to delegates, prior to travel.

##### **14B. Dependant Care:**

When a delegate incurs additional dependant care expenses, because of a Union activity, the Member shall be reimbursed as per the CUPE BC Expense Policy. Receipts are required. Special needs will be considered on an individual basis.

##### **14C. Per Diem:**

Delegates may claim per diems as per the CUPE BC Expense Policy. These claims are intended for basic meal, break, and charity expenses.

**14D. Accommodation:**

This Local does not condone sacrificing the principle of trade unionism for cheaper accommodation. Double occupancy is not mandatory. Receipts are required.

**15. Rules of Order**

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure and the rules and order of business governing meetings shall be as per the CUPE Constitution and Bourinot's Rules of Order.

## **Appendix A: Equality Statement**

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

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

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

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

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

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



## **Appendix B: 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 2081, 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.

