

CUPE 2081

By-Laws



**Canadian Union
of
Public Employees
Local No. 2081**

The Obligation

“I solemnly promise and declare that I will support and obey 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 not purposely or knowingly wrong, or assist others in wronging, a member of the Union.”



**Canadian Union
of Public Employees
Local 2081**

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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 components shall be:

- CUPE 2081, Camosun College Support Staff
- CUPE 2081, Camosun College Student Society Support Staff (Sub-Local)

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 By-Laws for its government.

The following By-Laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE 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 By-Laws

Any amendments to these bylaws must be approved by a 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 applied for and been accepted into Membership of this Union and who agrees to abide by the CUPE Constitution and this Local's By-Laws.

3B. Definition of a Lifetime Member

The Membership may convey a "lifetime membership" on an individual 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

Each New Member shall pay a one-time-only Initiation fee of \$10.00 which shall not be deducted until the Member has been paid for at least 14 hours work. All members will pay dues in the amount of 1.85% of gross earnings, to be deducted from each pay check.

5. Membership Meetings

There are four types of Membership Meetings: General, Special, Sub-Local 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 48 hours.

5B. Quorum

A quorum for the transaction of business at any membership meeting shall consist of 20 members; including at least four (4) members of the duly elected officers. If the quorum is not achieved and 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 voted be taken on bylaws amendments, nor on any issue related to negotiations.

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 debated are preserved.

5D. General Membership Meetings

General Membership Meetings shall be held at least three times each calendar year.

The order of business for General Membership meetings shall be:

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

5E. Special Membership Meetings

In addition to the 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 20 members.

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

- 1) Roll Call of Officers
- 2) Reading of equality statement
- 3) Initiation of New Members
- 4) Specific item(s) for which the meeting was called
- 5) New Business (motions from the floor)
- 6) Good of the Union (announcements, commendations, concerns)
- 7) Adjournment

5F. Sub-Local Meetings

Will have an abbreviated agenda, which shall deal with issues of concern of the members of the Sub-Local. The Chair of the meeting will be the Shop Steward of the Sub-Local, or the President or designate of the Local. The Agenda shall be:

- 1) Roll Call of Officers
- 2) Reading of the equality statement
- 3) Initiation of New members
- 4) Approval of Minutes of Previous Meeting
- 5) Business Arising from the Minutes
- 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

5G. Annual General Meeting

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

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

6. Elections

6A. Positions to be elected at the Annual General Meeting include:

- 1) Executive Board (as per Section 7)
- 2) Trustee(s)
- ~~3) One representative to Labour/Management Co-operation Committee~~
- 43) One representative to Job Evaluation Committee (in even years)**
- 54) Two representatives to Occupational Health & Safety Committee**
- 65) Delegates to Victoria Labour Council and Vancouver Island District Council of CUPE**
- 76) Chair, Negotiating Committee**
- 87) Communications Officer (in even years)**
- 98) Any other position as decided by the Executive Board**

6B. Pre-Election Committee

By November 15 of each year, the President shall assign one of the Table Officers who is not up for re-election that year, 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.

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 Table Officer who is not up for re-election or by a guest invited by the Executive Board. For each position being elected the Election Chair will call for nominations from the floor. Voting shall be by secret ballot. 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 at least 50% +1 of the ballots cast.

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 **Office**

- (i) No Member shall be eligible to run for President unless the member has been a Member in Good Standing for at least one (1) year and has attended at least 50% of all Membership Meetings held in the 12 month period before the Annual General Meeting.
- (ii) No Member shall be eligible to hold office on the Executive Board unless the member has been a Member in Good standing for the preceding year and has attended three (3) Membership Meetings in that year and continues to do so. No Member shall hold more than one (1) position on the Executive Board concurrently.
- (iii) No Member shall be eligible to run for the **position of** Chief Shop Steward/Office Coordinator, ~~position~~ **or Lansdowne Campus Steward, or Interurban Campus Steward,** unless ~~they are~~ **he/she is** a member in good standing for at least 1 year, has attended 50% of all meetings held in the 12 month period before the Annual General Meeting, and ~~have~~ **has** held a shop steward position.
- (iv) When there is no qualified nominee for an Executive or Trustee position, the President may waive the attendance requirements with approval of the Membership.**

7B. Composition

The elected Officers of the Local shall be:

President; Vice President; Recording Secretary; Secretary-Treasurer; Correspondence Secretary, Chief Shop Steward/Office Coordinator; Education Coordinator; Job Evaluation Coordinator; Health & Safety Coordinator; two (2) Members-at-Large; ~~two (2) Campus Representatives (one each for Lansdowne and Interurban Campuses),~~ **Lansdowne Campus Steward, Interurban Campus Steward, Communications Officer,** and three (3) Trustees. In addition, CUPE 2081 Sub-Local(s) may appoint one member each as a voting member.

The Executive Board shall be comprised of all elected officers, excepting Trustees.

The table officers shall be the President, Vice President, Recording Secretary, Correspondence Secretary, Secretary Treasurer, and Chief Shop Steward/Office Coordinator.

7C. Terms of Office

President, Correspondence Secretary, Education Coordinator, and Health & Safety Coordinator, **Lansdowne Campus Steward, Interurban Campus Steward, and Communications Officer**, shall be elected in even-numbered years and serve two-year terms. Vice President, Secretary Treasurer, Chief Shop Steward/Office Coordinator, Recording Secretary and Job Evaluation Coordinator shall be elected in odd-numbered years and serve two-year terms. All other Officers shall be elected to one-year terms, except Trustees who shall be elected to three-year terms in order to preserve overlapping terms of office.

President, Secretary Treasurer and Chief Shop Steward/Office Coordinator positions shall have a three (3) month overlap with outgoing officers and the new incoming officer 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 an “Executive Out of Pocket Expense” as per Article 10 of the CUPE 2081 Bylaws for the three (3) month period.

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 Table Officer is present.

7E. Attendance

Each member of the Executive Board shall make every effort to attend each Executive Board and Membership meeting. An Executive Member who cannot attend a meeting should contact the Recording Secretary as early as possible. Should any Officer fail to answer the roll call for three consecutive meetings without having a good and sufficient cause, that office shall be declared vacant and the position filled at the following meeting.

8. Duties of Officers and Committees

8A. 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 a one or two day educational workshop sponsored by CUPE or the Canadian Labour Congress, provided the cost per member does not exceed \$500.00
- have the authority to approve the President, or designate, attending any “All-Presidents” meetings called by CUPE BC.

- shall report at the next membership meeting any activity and expense incurred in the above two points.
- receive all charges against Members or Officers of the Local; any trials held under the provisions of these By-Laws shall be carried out in accordance with the provisions of the CUPE National Constitution.
- ~~Maintain and implement communications technology including the website for CUPE Local 2081; or oversee the delegation of this task, to a member of the Local.~~
- **Contribute regularly to the Local's communications network.**

8B. The President shall:

- enforce the CUPE Constitution and these By-Laws;
- preside at all Membership, Executive Board, and Committee Meetings, or any meeting at which the business of the local is being conducted, and preserve order;
- 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 his/her place as ex-officio member;
- in the case of a sub-local, be empowered to designate a sublocal shop steward to stand in the member's place as ex-officio member;
- have a vote on all matters (except appeals against his/her 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 Constitution, By-Laws or vote of the Membership;
- have first preference as a delegate to the CUPE National Convention, CUPE BC Convention and BC Federation of Labour Convention;
- ensure motions passed at any membership meeting are acted upon in a timely and effective manner.

8C. The Vice-President shall:

- act as the President in his/her absence
- co-ordinate 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 his/her duties for more than 30 days.
- **be a representative to the Labour/Management Cooperation Committee.**

8D. The Correspondence Secretary shall:

- file a copy of all correspondence sent out and keep on file all communications
- not sign any correspondence without the knowledge of the President and/or the Executive Board
- record the receipt and disposition of mail in a correspondence list to be distributed at the Executive Membership meetings
- have all correspondence ready for each meeting
- have custody of original documents pertaining to contract negotiations and shall be the keeper of the Official Seal of the Local
- **take minutes at Union Meetings whenever the Recording Secretary is absent**
- **be granted up to two (2) days of paid union leave per month to perform his/her duties.**

8E. The Secretary-Treasurer shall:

- carry out his/her duties in accordance with the CUPE constitution
- The Secretary Treasurer will sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws or vote of the Membership
- receive and activate authorization for payroll deduction of Union dues and initiation fees from each Member of the Local
- ensure the CUPE-BC home mailing list is up-to-date
- ensure expense vouchers are properly completed and signed for each cheque issued.
- use accounting practices as defined in the CUPE Financial Officer's Handbook
- All authorized release time shall be recorded and reported to the membership by the Secretary Treasurer.
- Report to the President any Executive "Out of Pocket" cheques that are not cashed after 30 days.
- Be granted up to Three (3) days per month paid Union Leave to perform his/her duties when necessary.

8F. The Chief Shop Steward /Office Co-coordinator shall:

- ~~Shall be a Full time Officer and receive a stipend equivalent to Pay Band-14-16 or their current band whichever is higher. The rate will be added to their current pay band increment.~~
- 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**
- chair the Grievance Committee

- discuss grievances with the representative of the Employer which have not been resolved by the Stewards at the appropriate supervisory level. 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**
- ~~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 his/her 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 Chief Shop Steward 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.
- When necessary prepare Arbitration materials & submissions.
- 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 staffs are employed by the Local.
- ~~maintain~~ **approve** the website content for the Local.
- **when necessary maintain the website content for the Local.**
- maintain the procedures manual for the Local Union Office with list of duties and expectations of the Chief Steward/Office Coordinator and other positions of the Executive and support staff.
- ~~shall~~ be the Local's Privacy Officer.
- in consultation with the President, prepare and distribute Executive and Membership meeting agendas
- have sufficient copies of the previous Membership minutes printed for distribution at or prior to the next Membership meeting
- copy and distribute minutes of Executive meetings to Executive members at, but preferably prior to, all meetings
- have the duty of maintaining the record of attendance.
- ensure course registration forms and fees are sent on time and necessary accommodation and travel arrangements are made

8G. The Recording Secretary ~~S~~ shall:

- keep full and accurate records of the proceedings of all Membership and Executive Board Meetings
- have the duty of maintaining the record of attendance.
- ensure that the attendance recorded in the "sign in" book is made available to the Trustees and Pre-election Committee for monitoring
- take action as directed by the Executive in matters relating to Executive meetings (e.g.: room booking, notification to Executive members of date and time of meetings, etc.)
- have all records ready on reasonable notice for Trustees
- record all alterations to the Bylaws
- record the names of all newly initiated members
- attach all reports to the appropriate minutes.

- receive and circulate information regarding Union Education courses
- plan, organize and promote educational activities
- assist LMCC with planning, organizing and developing educational opportunities.
- ensure course registration forms and fees are sent on time and necessary accommodation and travel arrangements are made
- keep records of members who have attended schools or workshops, as well as, records of courses that the Local has supported.
- act as Liaison with other educational providers.
- ~~contribute regular articles to the Local's Newsletter.~~

8H. The Education Coordinator shall:

- receive and circulate information regarding Union Education courses
- plan, organize and promote educational activities
- assist LMCC with planning, organizing and developing education opportunities
- keep records of members who have attended schools or workshops as well as, records of courses that the Local has supported
- act as a Liaison with other educational providers
- **be a member of the Labour/Management Cooperation Committee**
- ~~contribute regular articles to the Local's Newsletter~~

8I. The Campus Representative **Lansdowne Campus Steward and Interurban Campus Steward** shall:

- be elected at the campus the member is to represent, by Members
- who normally work at that campus
- act as liaison between the campus' Members and the Executive **Board**
- **report at Executive Meetings on any issue affecting any Member of that campus**
- co-ordinate campus meetings and activities
- **assist in the recruitment of shop stewards**
- **replace the Chief Shop Steward/Office Coordinator whenever he/she is on a leave as required, or as determined by the President**
- **when replacing the Chief Shop Steward/Office Coordinator, receive a stipend equivalent to Pay Band 16 or their current pay band whichever is higher**
- ~~post meeting notices on union bulletin boards~~

8J. The Job Evaluation Co-ordinator shall:

- be an active member of the **Camosun** College Joint **Advisory** Job Evaluation Committee and take a leadership role
- encourage an active Job Evaluation subcommittee
- keep the Executive Board updated on Job Evaluation issues and concerns.
- ~~contribute regular articles to the Local's Newsletter.~~

8K. The Health & Safety Co-ordinator shall:

- be an active member of the **Camosun** College Joint Occupational Health & Safety **Safety & Health** Committee and take a leadership role
- keep the Executive Board updated on Health & Safety issues and concerns
- ~~contribute regular articles to the Local's Newsletter~~
- work with the Education Co-ordinator to promote on-going education on Health & Safety issues.

8L. The Members-at-Large shall:

- participate in all decision-making at Executive Board meetings
- assist Table Officers and Co-ordinators where appropriate.
- **be** responsible for the distribution of the Local's newsletter **and printed information**
- ~~Contribute regular articles to the Local's newsletter~~

8M. The Trustees shall:

- act as an auditing committee and audit the books, assets and accounts of the Secretary-Treasurer semi-annually and 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 National Office and ensure a copy is sent to the National Secretary -Treasurer and the CUPE 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.**

8.N. The Signing Officers ~~Shall Be~~:

- be the Secretary-Treasurer, the President, Vice-President and the Chief Shop Steward/Office Coordinator, who will act as a signing officer only in the absence of the President and/or Vice President.
- all 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 Table Officer.

8O. The Grievance Committee shall:

- be comprised of the Chief Shop Steward/Office Coordinator, the President or his/her delegate, and the Steward involved.
- rule on the grievances and process same in accordance with the current Collective Agreement; decision of the Grievance Committee is final, unless the Member involved wishes to appeal the decision to the Executive and then to the Membership;

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, the National Representative shall be called as an advisor.

8P. 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.
- The Chair shall be elected at the Annual General Meeting one year before the expiry of the Collective Agreement.
- receive membership approval for the bargaining proposals before presenting the package to the Employer
- bargain in good faith acting upon directives of the Local's Membership
- tender progress reports to the Executive Board Meetings and at the Local's General Membership meetings and call for Special 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 Agreement
- include the CUPE Representative assigned to the Local who will be a non-voting Member of the Committee.

8Q. The Labour/Management **Cooperation** Committee shall:

- consist of the President, **Vice President**, Chief Shop Steward/Office Coordinator **and Education Coordinator** ~~and one other Member elected at the Annual General Meeting~~
- have a Member of the Executive Board, or designate, act as an alternate, at the discretion of the President.
- report on their meetings to both Executive Board and General Membership Meetings
- act as bargaining committee on issues arising between bargaining sessions, subject to ratification at a Membership Meeting.

8R. The **Occupational** Health & Safety Committee shall:

- consist of the Health & Safety Co-ordinator and two (2) members elected at the Annual General Meeting
- be voting members at all meetings of the Camosun College **Joint Occupational Health & Safety Safety & Health** Committee
- promote Health & Safety issues and education.

8S. The Job Evaluation Committee shall:

- consist of the Job Evaluation Coordinator and one (1) member elected for a ~~(2~~ **two** **(2)** year term on even number years) at the Annual General Meeting
- be voting members at all meetings of the Camosun College Joint Advisory Job Evaluation Committee
- promote Job Evaluation issues and education.

8T. The Comfort Secretary shall:

- be appointed annually by the Executive Board. An Alternate shall also be appointed to act in his/her absence.
- be informed by the Membership of any lengthy illnesses, bereavements, births, weddings or retirements or any other occasion that should be recognized with the following guidelines:
 - a) appropriate gifts sent for: close family bereavement; births; hospital stays exceeding two days; lengthy absences from work (longer than two weeks) due to illness, accident or disability;
 - b) Cards sent for weddings and retirements.
- Report to the Membership on a regular basis.

8U. The Communications Officer shall:

- **be elected for a two (2) year term on even number years at the Annual General Meeting**
- **oversee a Communications Committee that will ensure the newsletter, website and Communications Network are maintained**
- **ensure the content of both the newsletter and website have approval of the President and the Chief Shop Steward/Office Coordinator**
- **be offered whatever training or supplies are required to fulfill this position.**

9. Appeals

Any member can appeal to the Executive Board to review a decision made by a Union committee (e.g. Grievance or Job Evaluation) which affects themselves. If the Executive Board decision does not satisfy the member s/he can appeal to the General Membership at the next Membership meeting.

10. ~~Executive~~ Out-of-pocket Expenses

Reimbursement for monthly ~~Executive~~ out-of-pocket expenses shall be given as follows:

- President \$175.00
- Other Table Officers \$150.00 (~~excluding the Chief Shop Steward/Office Coordinator~~)
- Co-~~o~~ordinators \$100.00
- **Lansdowne Campus Steward \$100.00**
- **Interurban Campus Steward \$100.00**
- Members at Large \$75.00
- ~~Campus Representatives \$75.00~~
- Component Reps \$75.00
- **Communications Officer \$100.00**
- **Shop Stewards \$25.00**

A. 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.

B. Out of pocket expenses are not intended to cover mileage or parking for trips in excess of 50 km, out-of-town expenses travel or accommodation or food provided at Executive Board or Membership meetings.

~~C. The Chief Shop Steward/Office Coordinator shall receive reimbursement for mileage, parking and any costs normally incurred in carrying out his/her duties.~~

C. Only one monthly Out of Pocket Expenses reimbursement (the highest) shall be given to a Member, if that Member holds more than one position that receives monthly Out of pocket Expenses reimbursement from this Local.

D. A Member who receives Out of pocket Expenses funds is responsible for keeping receipts, mileage, and records relating to the Out of pocket Expenses funds.

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 \$500 must be approved by the membership and requires two (2) working days written notice. The Executive, at its discretion, may authorize expenditures up to \$500 for union business. Executive expenditures must be reported at the next general 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 election of a New Executive or Table Officer, approve specific training at the next available opportunity for these positions not to exceed \$1500 in total; and provide a detailed report at the next general meeting.

11C. Release Time for Work of the Local

- I. Subject to the limitations of the annual budget, the President 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 individuals on authorized release time. Any release time involving meetings or actions at the request of the employer shall be recorded and the appropriate hours billed back to the employer for reimbursement to the local.
- II. Full time Release for the Chief Shop Steward/Office Coordinator shall be granted.
- ~~III. The Full time Officer shall receive a stipend equivalent to Pay Band 14 or their current pay band, whichever is higher. The rate will be added to their current Pay Band increment.~~
- 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 Meeting for a** donation or contribution over ~~\$2500.00 annually~~ **\$250.00** shall require a notice of motion. The notice of motion must be given at a previous meeting at least 7 days before the vote, ~~or with at least sixty days written notice.~~

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 \$500.00 from members in good standing shall be submitted by the member in need to the Executive Table for approval. The Union should be the last resort for hardship funds and the member would have to show demonstrated need and that all other avenues have been explored first. The Executive will send a response to the member and report to the membership the outcome, without divulging who the member is, or what the hardship was. Any request exceeding \$500.00 will be forwarded to the CUPE BC Hardship Committee for consideration. The Local will match CUPE BC Hardship Committee funds to a maximum of \$500.00.

12. Strike Fund Regulations

12 A. The CUPE 2081 Strike Fund shall be realized from the normal collection of dues.

12 B. 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 2081 Strike Fund. The total value of the CUPE 2081 Strike Fund shall not exceed ~~\$200,000.00~~ **\$250,000.00** without prior membership approval.

12 C. CUPE 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.

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

12 E. In order to qualify for CUPE 2081 Strike Fund benefits, members must sign in and out on the Strike Duty Sheet provided by the Picket Captains, and perform 4 hours of active strike duty per day as assigned by the strike committee.

12 F. 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 2081 bylaws, before a strike begins.

- 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.

12 G. Any member failing to perform assigned strike duties without just cause shall not be eligible for CUPE 2081 Strike benefits.

12 H. A member in good standing will not be entitled to CUPE 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 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 authorization of CUPE 2081.

12 I. A member who is not entitled to CUPE 2081 Strike Fund benefits for a reason set out above shall be eligible for CUPE 2081 Strike Fund benefits when the issue is resolved.

12 J. CUPE 2081 Strike Fund Pay shall be \$40.00 per day, for every day the member completes four hours of strike duty, as recorded on the strike duty sheet, commencing on the ~~3rd~~ **1st day** of strike duty, and ending on the 9th day of strike duty, to a maximum of ~~\$280.00~~ **\$360.00**.

12 K. A member participating in a rotating strike, who completes ~~3 days~~ **one (1) day** of strike activity, shall be eligible for CUPE 2081 Strike Fund Pay commencing on the ~~3rd~~ **first** day of participation in the strike.

12 L. In the event that the CUPE 2081 Strike Fund is not sufficient to pay out the funds to those eligible, in the amounts provided above, the fund shall be paid out in a manner such that the CUPE 2081 Strike Fund may allow payments, in an equal manner, to those qualified members.

12 M. Pay out of CUPE 2081 Strike Funds monies to those who qualify shall be carried out as soon as is humanly possible, after the 9th day of action, or the strike is concluded, whichever is sooner.

13. Delegates to Conventions & Educational Opportunities

A. The President in office at the time of the Conventions shall have first preference as the delegate to the Conventions. All other delegates to Conventions 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 seeking a refresher course, if seats are available.

B. No member shall be eligible to serve as a delegate to a Convention unless the member has attended at least three (3) Membership Meetings in the preceding 12 months. In the event that approved delegate seats are not filled at the time of elections for those seats, the above rules may be suspended, with regard to elections and meeting attendance. Selection of attendee(s) for the unfilled seats shall rest with the Executive Board.

C. Delegates' Responsibilities:

- i. It is expected that all delegates will act in a responsible, honorable manner as representatives of Local 2081
- ii. All delegates shall submit a written report not more than thirty (30) calendar days after the official function has closed. 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 educational opportunity.

14. Delegates' Expenses

A Member who is elected or appointed to attend a Union School, Workshop, Convention 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 the delegates prior to travel.

14B. Family **Dependant** Care:

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

14C. Per Diem:

Delegates may claim **per diem as per the CUPE BC Expense Policy**.

- ~~\$10.00 per calendar day, and where necessary:~~
- ~~\$10.00 per day to purchase breakfast;~~
- ~~\$20.00 per day to purchase lunch;~~
- ~~\$25.00 per day to purchase supper.~~

These allowances 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 encouraged, but not necessarily 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.

EQUALITY STATEMENT

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

As unionists, mutual respect, cooperation and understanding are our goals.

We should neither condone nor tolerate behavior that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic, or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, 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 sisters and brothers deserve dignity, equality and respect.