BY – LAWS

Of the

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1041**

**FRONT LINE SUPERVISORS**

**A Canadian Labour Congress Affiliate**

Contents

[PREAMBLE 3](#_Toc381615218)

[SECTION 1 3](#_Toc381615219)

[SECTION 2 – PRINCIPLES AND OBJECTIVES 3](#_Toc381615220)

[SECTION 3 – FINANCES 4](#_Toc381615221)

[SECTION 4 – MEMBERSHIP 5](#_Toc381615222)

[SECTION 5 – MEETINGS 6](#_Toc381615223)

[SECTION 6 – ELECTIONS 7](#_Toc381615224)

[SECTION 7 – OFFICERS 8](#_Toc381615225)

[SECTION 8 – DUTIES OF THE OFFICERS 9](#_Toc381615226)

[SECTION 9 - RULES OF ORDER 14](#_Toc381615227)

[SECTION 10 – THE COSTS OF OPERATING THE LOCAL 15](#_Toc381615228)

[SECTION 11 - CHILD CARE, DEPENDENT CARE AND ELDER CARE 18](#_Toc381615229)

[SECTION 12 – IMPLEMENTATION OF LOCAL BY – LAWS 18](#_Toc381615230)

[SECTION 13 - AMENDMENTS 18](#_Toc381615231)

[SECTION 14 - PRINTING AND DISTRIBUTION OF BYLAWS 19](#_Toc381615232)

[CUPE NATIONAL EQUALITY STATEMENT 19](#_Toc381615233)

# PREAMBLE

These by-laws are designed to give proper balance to the administration of the Local Union.

Duties and responsibilities of elected officers and members of committees should be as widely dispersed as possible. Due to the wide range of job classifications of the members of 1041, duties should be shared by as much of the membership as possible in order to ensure maximum cross representation of the membership within the Local.

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 regard to colour, race, creed, sexual orientation, gender, disability and/or marital status, to promote equality for all members and to oppose all types of harassment and discrimination, to promote efficiency and effectiveness 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 governance.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations’ activities. The CUPE National Equality Statement can be found on page 19 of these bylaws.

CUPE chartered organizations may also wish to adopt a Local Union Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization. The Local Union Code of Conduct can be found in Appendix B to these bylaws.

# SECTION 1

The name of this local shall be;

 **Canadian Union of Public Employees, Local 1041, Front Line Supervisors**

# SECTION 2 – PRINCIPLES AND OBJECTIVES

a) To place the various occupations of the membership in the public services upon a high degree of efficiency, effectiveness and skill.

b) To encourage the settlement of all disputes between the members and the employer’s administration by negotiation through to arbitration.

c) To improve working conditions, remuneration, hours of work, job security, pension, retiree benefits**,** and the general well being of the membership.

d) To endeavour to protect the employee’s rights and maintain a co-operative relationship with the employer.

e) To support CUPE in reaching the goals set out in Article II of the CUPE Constitution

f) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

g) Establish strong working relationships with the public we serve and the communities in which we work and live.

# SECTION 3 – FINANCES

a) The finances of this organization shall be derived from dues and assessments.

 Dues for members of 1041 will be 1 (one) percent of gross salary, including overtime.

b) Assessments shall only be levied by a secret majority vote by the membership at a general or special meeting called for that purpose subject to Article 4.2, Section IV, Appendix “B”, of 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.

c) Initiation Fee: Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of $2.00 which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned. 26(Articles B.4.1 and B.8.2)

d) Readmission Fee: The readmission fee shall be $500.00.

e) Amending Monthly Dues: The regular monthly dues may be amended at a regular or special membership meeting or by referendum vote. The vote must be by secret ballot. Notice of at least seven days at a previous meeting or 60 days in writing must be given.

# SECTION 4 – MEMBERSHIP

a) Any person who is employed as a Front Line Supervisor and whose position falls within “Schedule A” of the CBA shall be eligible for membership in the Local.

b) Provided that the applicant has met the requirements outlined in Appendix “B”, Article IV of the CUPE Constitution and upon being initiated, the member shall be issued a membership card.

c) Membership

 An individual employed within the jurisdiction of Local 1041 can apply for membership in Local 1041 by signing an application and paying the initiation fee set out in Section 11(a) of these bylaws.

(Article B.8.1)

d) Approval of Membership

 At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership.

(Article B.8.2)

e) Oath of Membership

 New members will take this oath:

 “I promise to support and obey 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.”

(Article B.8.4)

f) Continuation of Membership

 Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(Article B.8.3)

g) Member Obligations

 Members are obligated to abide by the CUPE National Constitution and these bylaws as amended from time to time.

 Members will provide the Recording Secretary with their current address, home telephone contact number and where available, an e-mail address. The member will advise the Recording Secretary of any changes to their contact information. This information will be protected and used tocommunicate with members. Such communication will take the form of mail, e-mail blasts or telephone town halls.

 In the case of a telephone town hall, the telephone number may be shared with a service provider under contract to the Local Union to provide the technical equipment to support such a virtual meeting.

 Upon request, the Local Union will share the telephone contact information with CUPE National or CUPE Ontario Division The purpose of sharing this telephone contact information with CUPE National or CUPE Ontario Division is so that the National Union or Provincial Division can conduct a telephone town hall with members on important matters.

 In order to strengthen the labour movement and work toward common goals and objectives, Local 1041 shall be affiliated to and pay per capita tax to the following organization(s):

 i) The CUPE Ontario Provincial Division

 ii) The Hamilton CUPE Council

# SECTION 5 – MEETINGS

a) The President on an “as needed” basis will call general membership meetings. However, a minimum of 4 (four) general membership meetings will be held per year. The 3 general membership meetings will be spaced out as equally as possible over the course of the year, not including July and August. If desired, a schedule of meetings can be set, and then posted, for 1 (one) year in advance. A minimum of 2 (two) weeks’ notice shall be sent to all members concerning the date, time and location of the meeting.

b) General membership meetings that involve contract proposal settings; contract ratification and elections must be held at time that is beneficial for the majority of the members.

c) Special membership meetings may be ordered by the Executive Committee or requested in writing by no fewer than 10% of the members. The President shall immediately call a special meeting when so ordered or requested and when possible provide a minimum of 7 (seven) days notice.

d) The Executive Committee shall comprise all of the elected officers, and any 5 (five) of these elected officers shall constitute a quorum for the purpose of Executive Committee meetings. The Executive Committee shall meet a minimum of 8 (eight) times per year.

e) A quorum for any regular or special meeting shall consist of at least 25 (twenty five) of the current membership and at least 3 (three) Executive Committee members.

f) Membership Meeting Agenda

1. The order of business at regular membership meetings is as follows: 8 n

1. Roll call of officers

2. Reading of the Equality Statement

3. Voting on new members and initiation

4. Reading of the minutes

5. Matters arising from the minutes

6. Secretary-Treasurer’s Report

7. Communications and bills

8. Executive Committee (or Board) Report

9. Reports of Committees and Delegates

10. Nominations, elections, or installations

11. Unfinished business

12. New business

13. Good of the Union

14. Adjournment (Article B.6.1)

# SECTION 6 – ELECTIONS

a) To be eligible for nomination for any office, the candidate must be a member in good standing and attend a minimum of 50% (fifty per cent) of Local meetings.

b) Nominations, elections and installation of officers shall take place at the last yearly meeting in the odd year.

c) Should a vacancy occur between elections, such a vacancy shall be filled at the next regular membership meeting following the recording of the vacancy. Notice of elections for this purpose shall be posted at minimum 2 (two) weeks prior to the meeting.

d) No nomination shall be accepted unless the member is in attendance.

e) At the elections, the President or acting chairperson shall appoint scrutineers who will distribute, collect and tabulate all ballots and report their findings to the chairman. No member who is a candidate for office shall act as a scrutineer.

f) The executive who shall be responsible for the preparation of a sufficient number of ballots shall decide upon the form of the ballot.

g) Any candidate may appeal for a recount of the office for which they were a candidate, or the membership may order a recount of any or all elections, provided that in either instance a majority of the members present at the meeting shall vote in favour of such a recount. Such a recount shall be taken immediately and prior to the election of any other office.

h) The largest amount of ballots cast shall be required before any candidate can be declared elected. In case of a tie a new election shall be held.

i) If only one member stands for an office, one ballot cast by the Recording Secretary shall be sufficient to elect the candidate.

# SECTION 7 – OFFICERS

a) The Officers of the Local shall consist of a President, a Vice President, a Union Representative for each division within the Employer, a Recording Secretary, Treasurer, 2 (two) Trustees, a Chairman of the Grievance Committee and a Sargent At Arms. All of these officers shall be elected by the membership at large at the elections. Any Executive member who does not have signing authority concerning financial matters may also be a Trustee.

b) The Executive Committee shall be composed of all elected officers, except Trustees.

c) Any officer that is absent for 3 (three) consecutive meetings without satisfactory cause will have their position declared vacant and an election held at the next regularly scheduled meeting. The Recording Secretary shall notify the officer of their removal from the office.

d) If any officer of the Local accepts a position, either temporarily or permanently, outside of the Local, then that officer will notify the Executive immediately and take a leave of absence for the duration of the assignment.

e) A majority of the Executive Board constitutes a quorum.

f) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.

g) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.

Installation of Officers

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for two year(s) or until a successor has been elected and installed, provided, however, that no term of office shall be less than one year and no longer than three years.

(Article B.2.4)

2. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.

3. The Oath of Office to be read by the newly-elected Officers is:

 *“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.”*

(Article 11.6(b))

# SECTION 8 – DUTIES OF THE OFFICERS

a) The duties of all officers shall be as provided in the Constitution of CUPE, Appendix “B” and the by-laws of this Local.

b) The duties of the Executive shall be to consider correspondence received between meetings of the local; to take into consideration all matters pertaining to the general policy of the Local; to have full power to act on behalf of the Union between meetings; to provide a suitable hall in which to hold membership meetings; to have supervision of all funds and properties of the Local; to have the authority to pay bills and accounts and answer emergency appeals up to $100 (one hundred dollars) and to carry out any other duties as may be approved by the general membership.

c) Duties of the President:

The President shall be an ex officio member of all committees and have a vote on the same. The President shall be at all general membership meetings; preserve order and enforce the constitution and by-laws; see that all officers perform their respective duties; decide all questions of order, subject to an appeal by a member of the Local. The President shall announce the results of all votes; shall have the power to call special meetings at his/her discretion and must do so when requested in writing by the Executive Committee or by 10% (ten) of the members. The President shall not have the right to vote on any matter while acting as Chairperson except in the case of a tie vote when he/she shall then cast the deciding ballot. The President shall be one of the signing officers on the Treasury for such money as shall be voted paid by the Local and shall perform such other duties as the Constitution and by-laws may require. The President in office at the time of the CUPE convention shall have first preference as a delegate to the convention. The past President shall sit on the Executive Committee by a majority vote of the Executive Committee members.

d) Duties of Vice-President(s):

It shall be the duty of the Vice-President(s) in the absence of the President to preside and perform all duties pertaining to the office of President and render such assistance as may be required. In case of a vacancy in the office of President, the Vice-President will act as President until the Local elects a President. The Vice-President shall be Chairperson of the Executive Committee and shall keep a record of the members’ attendance at meetings. In addition to the regular duties of the Vice-President, all Vice-Presidents will form the Negotiating Committee to ensure equal representation form all divisions.

e) Duties of Recording Secretary:

The Recording Secretary shall keep a full and accurate account of the proceedings of all meetings; shall record all motions with the mover’s and second’s names, in the minutes or record book of the Local; shall record all alterations in the rules and by-laws and shall fulfill other secretarial duties as directed by the President.

The Recording Secretary shall file a copy of all letters sent out and keep on file all communications and answer all correspondence and shall preside over the meetings in the absence of the President and Vice-President(s).

f) Duties of Treasurer:

The Treasurer shall be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall bedisqualified from office**.** It shall be the duty of the Treasurer to receive all fees, dues and assessments; to promptly deposit all money in the bank or credit union in the name of the Local and receive a receipt for the same; to make a report of the Local’s finances at each general membership meeting and executive boardmeeting; to keep a record of each member’s payments; to record all transactions in a manner acceptable to the executive. The Treasurer will have all cheques and vouchers issued, numbered and duly signed by the designated officers of the Local. All books must be open for inspection by the trustees on a reasonable notice and shall be audited semi-annually. To make all disbursements for the Local as provided in Appendix ‘B’, Section 3.4 **to 3.8** of the CUPE Constitution. The Local’s financial year will be the same as the calendar year.

Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.

 Make all books available for inspection by the Trustees and/or auditors 18 on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.

 Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.

 Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.

 Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union’s funds.

g) Duties of Trustees:

 Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.

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

 Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union’s funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.

 Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.

 Ensure that proper financial reports have been given to the membership.

Audit the record of attendance.

 Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership.

 Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:

 i. Completed Trustee Audit Program

 ii. Completed Trustees’ Report

 iii. Secretary-Treasurer Report to the Trustees

 iv. Recommendations made to the President and Secretary-Treasurer of the Local Union

 v. Secretary-Treasurer’s response to recommendations

 vi. Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

h) **Committees and Delegates**

The following committees and delegates shall be elected at the regular elections of officers or the first general membership meeting following;

**Negotiating Committee**

**(Representative from each Division plus the President)**

This will be a special committee established at least 10 (ten) months prior to the expiry of the Local Union’s collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of duly elected members of the Executive Board. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

**Grievance Committee**

This Committee shall always be comprised of the Grievance Committee Chairperson, the President and/or Vice President and the Division Representative in which each particular grievance has been filed. The Grievance Committee shall:

* Oversee the handling of all local grievances.
* Receive copies of all grievances.
* Prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative, and to the membership meeting.
* When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the grievance should proceed to arbitration
* If the decision is to not proceed, the grievor(s) may appeal the decision to the Executive Board. **3**

 The committee shall appoint its secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

#### Special Committees

The President as directed by the Executive Committee may set up special committees by election at any regular membership meeting or by appointment.

#### Delegates

Delegates to Union to Union Conventions shall include the President and at least one (1) other member. The focus of the convention will dictate how many delegates the Local will send to a Union Convention (**for example**, if the Union Convention concerns Public Works issues, then the Public Works Representative will attend). Depending on the rules of the convention, then the number of delegates may be increased or decreased as terms dictate.

Additionally, the Local will allocate ***$ 12, 500 (twelve thousand, five hundred dollars)*** of yearly dues to send Executive members to conventions.

i) Duties of Divisional Representatives:

The persons within the area the steward is responsible for shall elect stewards. Each department will elect 1 (one) steward per department.

The duties of stewards will be to ensure the collective bargaining agreement is upheld in their division, to liase with the Executive Committee on behalf of the members in the division, to process grievances at the initial stage, to liase with the grievance committee concerning grievances within their division, liaison with other committees as required (including the negotiating committee), distribute information to the membership in their division, and to act as the representative of their division for the union in all initial stage issues.

j) Duties of Grievance Committee Chairperson:

The Grievance Committee Chairperson will be responsible for the processing of all grievances after the first stage grievance hearing. The chairperson will co-ordinate the Grievance Committee members and all stewards in the process of grievances. The Chairperson will arrange, with the CUPE office, all mediation, arbitration and labour board hearings concerning grievances. The Chairperson will also liase with LR concerning grievances past the First Stage hearing.

# SECTION 9 - RULES OF ORDER

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. These rules shall be considered as an integral part of the by-laws and may be amended only by the same procedure used to amend the by-laws. Where these Rules of Order do not cover a particular situation, then the CUPE Constitution may provide guidance or where the CUPE Constitution does not cover the particular situation, then Bourinot’s Rules of Order shall be consulted and applied.

1. The President or, in the absence of the President, the Vice-President(s), shall take the chair at all general membership meetings. In the absence of the Vice-President, the Recording Secretary shall act as the chair.
2. After the President calls the meeting to order, the Recording Secretary will read the minutes from the previous meeting and any correspondence received, if applicable. The minutes, after being read, must be passed by a general membership vote. If anyone wishes, they may make a motion, which must be seconded and passed, in order to change the minutes, as written.
3. After the approval of the minutes, the Treasurer will then give a financial statement of the Local’s finances, which must be moved, seconded and approved by the general membership in a vote.
4. A motion to be entertained must be moved and seconded, by two different individuals.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
7. When two or more members rise to speak at the same time, the chairperson shall decide which one is entitled to the floor.
8. If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may proceed.
9. The members of the Executive Committee shall take no part in a debate (except to answer questions and/or clarify points made by members on the floor) during a meeting. Any member of the Executive Committee may, if they choose, leave their seat for the floor in order to speak on any matter, which is in debate.
10. The President shall not vote on any matter. However, in the case of a tie vote, the President may then cast a vote. If the President chooses not to cast a vote, then the motion is defeated.
11. When a motion is before the Local, no other motion shall be in order except [1] to adjourn [2] to postpone for a definite period of time [3] to amend [4] to refer, which motions shall have precedence in the order named.
12. A motion to adjourn is in order except [1] when a member has the floor, and [2] when members are voting.
13. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until 15 (fifteen) minutes has elapsed.
14. If any member wishes to challenge (appeal) a decision of the chair, they must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for their decision, following which the Chairperson shall immediately and without debate put the question:

“Shall the decision of the Chair be sustained?”

A majority vote shall decide except that in the event of a tie the chair is sustained.

1. The Local’s business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

# SECTION 10 – THE COSTS OF OPERATING THE LOCAL

As the members of the Executive Committee will donate much of their personal time to the operations of the Local, certain expenses cannot be expected to be covered by an individual and must be covered by the Local. The Local recognizes that the “cost of doing business” must be covered. The Local will cover the following costs, in the course of doing Local related business:

1. On a day to day basis, the Local shall cover the cost of cell phone time for members of the executive for cell phone time used for Local business. The Local will seek out a rate plan that is fair and is affordable. Instead of covering individual bills, both cellular and home phone long distance bills, the Local should cover 1 (one) phone bill, preferably a cell phone, for the members of the Executive Committee.
2. For any grievance, labour board, GMO, negotiating or Local related business outside the general membership meetings, the Local will cover the wages of any Executive Committee member or officer in the Local if they are required to attend.
3. In the case of general membership meetings, the Local will cover the cost of the rental of a hall to hold the meeting.
4. Where any member of the Executive Committee, or officer and/or member of any Local committee must attend a grievance, labour board, GMO or Local related business that occurs out of town, the Local shall cover the cost of travel or travel expenses (train, plane at economy fares), accommodation overnight (standard room) and meals. These rates are the standard rates at which CUPE reimburses members and will be adjusted as CUPE adjusts their rates.
5. Any member who is attending an approved convention shall have the same expenses covered as listed in [4] plus the registration cost of the convention.
6. The Local shall cover all costs for documents, books, photocopying, faxes, etc related to Local business.
7. A receipt must accompany all items submitted for reimbursement.
8. The cost of training all officers in the union for their duties will be covered by the Local.
9. In addition to costs, the officers of the Local will be paid the following monies to cover expenses;

President - $75.00 per month

Vice – President - $75.00 per month

Treasurer - $50.00 per month

Secretary - $50.00 per month

Grievance Chairperson - $50.00 per month

Stewards - $50.00 per month

Trustees - $50.00 per year

* Kilometers for any Union business where the Union Officer has used their own vehicle. Kilometers will be paid according to the current City of Hamilton corporate rate.

a) Payment of Local Union Funds

 Funds can only be spent for valid purposes of the Local Union under the following circumstances:

* When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
* When these bylaws approve the expenditure; or
* Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Article B.4.4)

b) Payment of Per Capita Tax and Affiliation Fees

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

c) Payment of Local Union Funds to Members or Causes Outside of CUPE 0

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than $100, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

d) No Officer or member of Local 1041 will be allowed to spend any Local Union funds without first having received authorization under Section 10 of these bylaws.

# SECTION 11 - CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 1041 is committed to removing barriers within its control so that all members have equal access to participation.

a) When it is practical and demand warrants, Local 1041 will provide on-site child care at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed to a maximum of the living wage for the area for each hour of required care. Reimbursement will be provided upon proof of payment.

b) Any member who is on authorized Local 1041 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.

c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

**33**

# SECTION 12 – IMPLEMENTATION OF LOCAL BY – LAWS

1. These by – laws shall not be altered or suspended except at a special meeting of the Local called for that purpose.

(b) Notice of amendments, alterations or additions, or suspension of these by – laws must be given in writing at a previous general membership meeting.

#  SECTION 13 - AMENDMENTS

a) CUPE Constitution

 These bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

(Articles 9.2(c), 13.3 and B.5.1)

b) Additional Bylaws

 A Local Union can amend or add to its bylaws only if:

 i) the amended or additional bylaws do not conflict with the CUPE Constitution;

 ii) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and

 iii) notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.

(Articles 13.3 and B.5.1)

c) Effective Date of Amended or Additional Bylaws

 The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Articles13.3 and B.5.1)

# SECTION 14 - PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 1041 bylaws, either in paper format or via the Local Union website Members requesting a copy of these bylaws will be provided a copy in either French or English as requested. Members with special needs may request a copy of the bylaws in larger font.

# CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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