

BY-LAWS



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INTRODUCTION

Local 3396 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

The following Bylaws are adopted by Local 3396 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix "A" to these bylaws.

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 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 3396.

SECTION 2 – OBJECTIVES

The objectives of Local 3396 are to:

- a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3 – REFERENCES

- a) Masculine pronouns shall be understood to include the feminine gender.
- b) Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

SECTION 4 – MEMBERSHIP

a) **Membership**

An individual employed within the jurisdiction of Local 3396 can apply for membership in Local 3396 by signing an application and paying the initiation fee set out in Section 11(a) of these bylaws.

(Article B.8.1)

b) **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)

c) **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)

d) **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)

e) **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 to communicate 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 Ontario. The purpose of sharing this telephone contact information with CUPE National or Ontario is so that the National Union or Provincial Division can conduct a telephone town hall with members on important matters.

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 3396 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Ontario Provincial Division
- The Hamilton and District Labour Council

SECTION 6 – REGULAR AND SPECIAL MEMBERSHIP MEETINGS

- a) Regular membership meetings of Local 3396 shall be held in the months of September, October, November, January, March, April and June, at 1130 Barton Street East, Hamilton. All regular meetings shall begin at 5:00 pm.

When a statutory holiday or a situation beyond the control of the Local Union arises, which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting, and will give members fourteen (14) days' notice of the date of the rescheduled regular membership meeting.

- b) Special membership meetings of Local 3396 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than five (5) members. The President shall immediately advise members when a special meeting is called and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.
- c) The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be fifteen (15) members, including four (4) members of the Executive Board.
- d) The order of business at regular membership meetings is as follows:
1. Roll call of officers
 2. Reading of the Equality Statement
 3. Welcome new members
 4. Reading and approval of minutes of previous meeting
 5. Matters arising
 6. Attendance roll-call book closed
 7. Treasurer's report and approving expenditures
 8. Correspondence

9. Executive Board Report
 10. Reports of committees and delegates
 11. Nominations, Elections, or Oath of Office
 12. Unfinished business
 13. New business
 14. Good of the Union
 15. Adjournment
- e) Local 3396 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

SECTION 7 – OFFICERS

The Officers of Local 3396 shall be the President, Vice-President, Recording Secretary, Secretary-Treasurer, Membership Officer, Chief Steward, Health and Safety Officer and three (3) Trustees.

The following officers: President, Vice-President, Secretary-Treasurer, Chief Steward, and Health and Safety Officer shall submit written reports at each Executive Board meeting and each general membership meeting.

SECTION 8 – EXECUTIVE BOARD

- a) The Executive Board shall include all Officers, except Trustees.
- b) Once elected, Executive Board Officers are required to complete CUPE educational courses corresponding to their executive position within 12 months.
- c) The Executive Board shall meet at least eight (8) times per year.
- d) A majority of the Executive Board constitutes a quorum.
- e) 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.
- f) 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.
- g) Should any Executive Board member fail to answer the roll call for three (3) consecutive regular meetings, or three (3) consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.
- h) All charges against officers or members shall be made in writing and dealt with in accordance with Article B.II of the CUPE National Constitution.

SECTION 9 – DUTIES OF OFFICERS

Each Officer of Local 3396 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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.

All signing Officers of Local 3396 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.

a) The **President** shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have a vote on all matters (except appeals against the President's rulings). In the case of a tie vote, the president will turn back to the membership for a revote. If a revote results in a tie, the matter will be deferred to the next membership meeting.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for ensuring fair representation of all members on said committees.
- Introduce new members and conduct them through the initiation ceremony.
- Ensure all members have union representation with grievances at the initial stage. The President shall submit reports on all grievances to the Chief Steward. Grievances must be in writing on forms provided by the National Office and signed, as provided in the Collective Agreement.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the membership.
- Be allowed necessary and reasonable funds, to reimburse the President or any Officers for expenses incurred on behalf of the Local Union, not to exceed the amount approved in the annual budget except during a "Strike". Expenses related directly to a "Strike" will be funded through the Local's Bookkeeper One account. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.

- Have first preference as a delegate to the CUPE National Convention, Ontario Division and Ontario School Board Co-ordinating Committee.
- Shall be released from their job on a twelve-month, full-time release. Vacation entitlement shall reflect the terms in the Collective Agreement (Article 20.01, section b).
- The President's wage shall be a minimum of 4.5% higher than the highest non-professional classification in the bargaining unit, with the maximum being the highest rate of the Collective Agreement as determined by years of service with the Executive Board. There will be no reduction in wage for any member filling the President's position in a professional position.

b) The **Vice-President** shall:

- If the President is absent or not eligible, perform all duties of the President.
- Preside over membership and Executive Board meetings in the absence of the President.
- Be chairperson of the Strike Aversion Committee and be responsible for coordinating all strike related activities and shall be empowered to delegate related duties.
- Be a signing officer on all cheques, drafts and transfers on bank or credit union.
- Have second preference as a delegate to CUPE National Convention, Ontario Division Conference and Ontario School Board Co-ordinating Committee.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board.
- Shall be released from their job on a ten-month, two (2) day per week release to assist in the day to day duties in the local to support Executive Officers in their portfolios as needed.

c) 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.
- Record all amendments and/or additions in the bylaws and make certain that these are sent to the National President for approval prior to implementing.
- Answer correspondence and fulfil other administrative duties as directed by the

Executive Board.

- Keep a record of all correspondence received and sent out.
- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
- Shall sit on the Strike Aversion Committee and be responsible for all minutes, communications and correspondence of the Committee and receive all minutes from its subcommittees. At the end of any strike action shall report back to the Executive Board on the Committee.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- Shall be released from their job up to one and one half (1.5) days per month in order to perform the duties of the office.

d) The **Secretary-Treasurer** shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Be chairperson of the Finance Subcommittee of the Strike Aversion Committee and be responsible for all financial matters associated with the strike.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (Membership meetings). The record will also include Trustee reports.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.

- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request 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 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.
- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Shall be released from their job up to two (2) days per month in order to perform the duties of the office.

e) The **Trustees** shall:

- Once elected, trustees are required to complete the CUPE Education Courses corresponding to their position, provided by the local within twelve (12) months.
- 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 accounting practise in accordance with the CUPE National Ledger.
- 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:
 1. Completed Trustee Audit Program
 2. Completed Trustees' Report
 3. Secretary-Treasurer Report to the Trustees
 4. Recommendations made to the President and Secretary-Treasurer of the Local Union
 5. Secretary-Treasurer's response to recommendations
 6. Concerns that have not been addressed by the Local Union Executive Board.

f) The **Membership Officer** shall:

- Guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and with consent of the members present.
- Maintain the record of membership attendance at meetings.
- Ensure that no member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote, and no member shall be allowed to leave without permission of the Vice President.
- Be chairperson of the Membership Assistance Subcommittee of the Strike Aversion Committee. As chairperson shall be responsible for the organization and support of the membership and shall be empowered to delegate related duties.

g) The **Chief Steward** shall:

- Receive a copy of all grievances.
- Provide members and stewards with assistance in processing grievances and will ensure that all members are provided with union representation upon request. The Chief Steward shall submit reports on all grievances to the President. Grievances must be in writing on forms provided by the National Office and signed, as provided in the Collective Agreement.
- Attend all third step grievance meetings.
- Keep accurate files on all grievances.
- Prepare a copy of grievances and reply to said grievances for the National Representative.

- Submit reports in writing to all Executive Board meetings and general membership meetings.
- Be chairperson of the Picket Subcommittee of the Strike Aversion Committee. As chairperson shall be responsible for the organization and support of the picket lines and shall be empowered to delegate related duties.
- Shall be released from their job up to one (1) day per month in order to perform the duties of the office.

SECTION 10 – NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

a) Nominations

1. Nominations will be received at the regular membership meeting held in the month of April.
2. 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.
3. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
4. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
5. No member will be eligible for nomination if they are in arrears of dues and/or assessments.

b) Elections

1. It is the desire of the local to have a limited rotation of Executive Board officers. The term of office for every Executive Board position will be a three-year term during the rotation.

Beginning in 2015, the rotation will be as follows:

Year 1 – President, Health & Safety Officer, Membership Officer, Trustee (1)

Year 2 – Vice President, Recording Secretary, Trustee (2)

Year 3 – Chief Steward, Secretary-Treasurer, Trustee (3)

2. At a membership meeting, at least one (1) month prior to Election Day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee will include members of the Local Union who are neither Officers nor candidates for office. The Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.

3. Candidates will be limited to distributing their campaign material from the April nomination meeting to one hour before the start of the special election's meeting in May. The cost of campaign material is the responsibility of the candidate. Campaign materials must be submitted to the Executive Board for approval prior to distribution. Distribution is to be done on the candidate's own time.
4. The Executive Board will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
5. The Returning Officer will be responsible for issuing, collecting, and counting ballots. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
6. Nominees shall have an opportunity to address the membership for a two-minute period, if they choose to do so.
7. The voting will take place at a special membership meeting in May. The vote will be by secret ballot.
8. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office. Nominees shall have the option of appointing a scrutineer from the membership in attendance.
9. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
10. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
11. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.
12. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 5(c).

c) Installation of Officers

1. Newly elected officers shall be sworn in at the end of the election meeting in May and will assume their duties on July 1st.
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 (1) Trustee for a three (3) 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.”

d) **By-Election**

Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section.

SECTION 11 – FEES, DUES, AND ASSESSMENTS

a) **Initiation Fee**

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of one (\$1.00) dollar which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

b) **Readmittance Fee**

The readmittance fee shall be one (\$1.00) dollar.

c) **Monthly Dues**

The monthly dues shall be 1.65% of regular wages.

d) **Amending Monthly Dues**

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting or 60 days in writing must be given.

e) **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.

SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS

Any member in arrears for a period of three months or more will be automatically suspended and 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. Any member under suspension wishing to be reinstated will, upon application, pay the readmission fee plus any dues and assessments in arrears. This money will be returned if the application is rejected.

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.

SECTION 13 – ACTION FUND

The Fund shall only be used for the benefit of members within Local 3396; when they are on strike and shall only be used as income for each member on strike or participating in political action.

In these bylaws “strike” includes a cessation of work caused by a strike, a lockout or honouring the picket line of a trade union at a shared work site.

“Political Action” is activity by the local to achieve political, social or economic goals outside of the normal bargaining process. These include, but are not limited to, rallies, information pickets, and CUPE National and/or Divisional days-of-action.

a) Terms of Reference

The Fund shall be placed in a separate account with three (3) signing officers as per Section 8, Duties of Officers. Such account should be the best interest-bearing account available. It is understood that all earnings from investment shall accrue to the Fund.

Contributions to this Fund will be included as part of the Local’s Trustees Report. Accrual of the Fund shall continue until \$2,000,000 has been accumulated, at which time contributions shall cease. Should the Fund at any time, fall below \$1,500,000, the contribution will be reinstated until the Fund reaches \$2,000,000.

Each eligible member of Local 3396 shall receive up to \$400 per week for the first ten (10) work days of any strike or political action. After the first ten (10) work days eligible members shall receive up to \$100 per week in addition to regular strike pay from CUPE National. Such money shall be administered until the end of the strike or until the Fund is depleted.

b) Eligibility for Action Benefits

To be eligible for action benefits, a member must fulfill the following requirements:

- i) be in good standing, according to the CUPE Constitution, before a strike/political action begins;
- ii) have been on the active payroll of the employer immediately prior to the action;
- iii) sign in and out on the time sheet and participate in the strike/political action by performing assigned duties for at least twenty (20) hours per work week. Hours may be prorated based on an individual’s employment accommodation needs.

Any member failing to perform assigned duties without just cause shall not be eligible for action benefits.

A member in good standing will not be entitled to action benefits if:

- i) at the beginning of the action, the member was unemployed or laid off, unless the lay-off is directly related to the action;
- ii) at the beginning of the action the member was receiving sickness, accident and/or Workers Safety Insurance Board [WSIB] benefits;
- iii) the member fails to perform assigned action duties because of employment obligations; or,
- iv) the member fails to respect the Local Union's picket line without authorization from the Canadian Union of Public Employees.

A member who is not entitled to action benefits for a reason set out above will become eligible for action benefits when the member ceases to receive sickness, accident and/or Workers Safety Insurance Board [WSIB] benefits.

c) **Action Pay**

A member who is entitled to action benefits under these Bylaws shall accrue action pay beginning on the first (1st) work day of the action.

Action pay will be issued to the members based on the hours recorded on the Action Fund Picket Captain's or Education Chairperson's Daily Report - Appendix "D". This form must be submitted to the local by the picket captains.

A member who was entitled to action pay and who has been dismissed or suspended for conduct directly related to an action, may apply for action pay to be continued beyond the termination of the action. The amount and duration of such benefits shall be determined by the Strike Aversion Committee.

A member who was entitled to action pay and who has been injured while on picket duty should report the incident immediately to the Picket Captain. Together they will complete the Incident/Accident Report (Injured Party) - Appendix "F". Any witness to the event may be asked to complete the Incident/Accident Report (Witness Party) - Appendix "G". The Picket Captain will relay the information and submit the form(s) to the Picket Subcommittee for continued eligibility for the duration of the strike.

SECTION 14 – VOTING OF FUNDS

a) Local 3396 will pay out funds under the following circumstances:

- When the expenditure has received prior authorization through a membership approved budget.
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members at a membership meeting.

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

- b) Immediate donations of up to \$500.00 for emergency welfare cases within the Local may be approved by the Executive Board. Any repeat or larger amounts or donations to charitable organizations or strike appeals must be approved by the membership.
- c) When attending conventions, the delegates collectively may contribute to a member(s) or a cause(s) outside of CUPE 3396 up to \$100.00. A motion must be made and approved at a regular membership meeting before a grant or contribution greater than \$100.00 can be paid out.
- d) No member of Local 3396 will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these bylaws.

SECTION 15 – OUT-OF-POCKET EXPENSES

The following out-of-pocket expenses shall be paid annually to members of the Executive Board on or about May 1st, upon the completion of each year of service. Partial year of service will be prorated. Out-of-pocket expenses will not be paid until documentation of the required CUPE course(s) is presented. Executive Board Officers are required to complete CUPE educational courses corresponding to their executive position within twelve (12) months of being elected.

President	\$1,000.00
Vice-President	\$ 700.00
Treasurer	\$ 700.00
Recording Secretary	\$ 700.00
Chief Steward/Grievance Chairperson	\$ 700.00
Health and Safety Officer	\$ 700.00
Membership Officer	\$ 250.00
Trustee	\$ 150.00

SECTION 16 – 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 3396 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 3396 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 3396 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.

SECTION 17 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

- a) Except for the President's and Vice-President's option [Section 9 (a) and (b)], all delegates to conventions, conferences, and educationals shall be chosen by election at membership meetings.
- b) Delegates to the Hamilton District Labour Council shall be selected from interested membership. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall report at Local Union membership on proceedings at recent meetings of the Council.
- c) All delegates attending conventions, conferences, or educationals held outside a fifty (50) km radius from Hamilton City Hall shall be paid transportation expenses (at economy, tourist or coach rates) as determined by the Secretary-Treasurer, and a per diem allowance of \$100.00 for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages.
- d) Delegates to conventions, conferences, and educationals held within a fifty (50) km radius from Hamilton City Hall shall be paid mileage expenses as determined by the Secretary-Treasurer and a per diem allowance of \$50.00 for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages.
- e) Local 3396 will provide members with their per diem allowance no sooner than 10 days in advance of any function.
- f) Local 3396 encourages the participation of all equity-seeking groups in their delegation to conventions, conferences, and educationals.

SECTION 18 – COMMITTEES

a) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two (2) members of the Board may sit on any special committee as ex-officio members.

1. Negotiating Committee

This will be a special committee established at least eight (8) 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 ten (10) members, all elected at a membership meeting. The President shall be the chairperson and non-voting member of this committee. In the event of a tie vote the President shall cast a vote to break the tie.

Each of the following groups shall elect one representative to the Negotiating Committee:

- Casual/Temporary Clerical
- Casual/Temporary Educational Assistant
- Designated Early Childhood Educators
- Educational Assistants Elementary
- Educational Assistants Secondary
- Elementary School Clerical
- Secondary School Clerical
- Social Workers
- Speech Language Pathologists
- Administrative Clerical/Support Staff/Technical Staff

The CUPE 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.

If a vacancy occurs during contract negotiations, then a replacement shall be elected.

All members of Local 3396's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educationals.

2. **Strike Aversion Committee**

The Strike Aversion Committee shall consist of the Executive Board Officers and two (2) members elected from the membership-at-large following the election of the Negotiating Committee.

The Strike Aversion Committee shall consist of the following subcommittees:

- a) Finance
- b) Picket
- c) Membership Assistance

In the event that a position remains vacant the President will appoint from the membership-at-large.

b) **Permanent Committees**

The Chairperson of each permanent committee will be elected by the members at a membership meeting. Permanent committees will have a term of two (2) years. The Chairperson and the Executive Board may, with the concurrence of the membership,

jointly appoint other members to serve on a committee. Committees will provide written reports to each regular membership meeting. The Vice-President shall be a member, ex-officio, of each committee. There shall be four (4) standing committees as follows:

1. Grievance Committee

The Grievance Committee shall consist of six (6) members.

This committee will:

- 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 CUPE Representative, and to the membership meeting.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will 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.

2. Budget Committee

This committee will:

- Will consist of at least two (2) Executive Board Members, one (1) of whom shall be the Secretary-Treasurer and no less than two (2) general members.
- This committee will set the budget for the Local for each year.
- The budget will be prepared at the beginning of the fiscal year to ensure that at the start of the new year an approved budget is available.
- The budget will be approved by the membership meeting by a notice of motion.
- No Committee or members will be allowed to exceed any budget figure without prior membership approval.

3. Bylaw Committee

The Bylaw Committee shall consist of nine (9) members.

This committee will:

- Review the bylaws from time to time and make recommendations to the

Executive Board on proposed amendments.

- Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendment will conform to the remainder of the bylaws and the CUPE National Constitution.
- Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The committee shall appoint its secretary from among its members.

4. Health & Safety Committee

The Health & Safety Committee shall consist of all site based CUPE Health & Safety Representatives, selected from the local membership at each workplace.

This committee will:

- Meet twice per year.
- Review the current accident/incident reports filed by members during that period and make recommendations to the Executive Board for corrective action with the employer.
- Review the current employer's site based monthly Health and Safety inspection reports and make recommendations to the Executive Board for corrective action with the employer.
- Report their findings to the membership.

The committee shall elect two (2) co-chairs from among its members. The term of office for each co-chair position will be a two-year term of rotation. In order to implement this rotation, stating in 2017 the term for the first co-chair shall be two (2) years and the term for the second co-chair shall be one (1) year.

The committee shall appoint its secretary from among its members.

SECTION 19 – COMPLAINTS AND TRIALS

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

SECTION 20 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix "B". These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by Appendix "B", the CUPE National Constitution may provide

guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 21 – AMENDMENTS

- a) These bylaws are always subordinate to the CUPE National Constitution (including Appendix “B”) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE National Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE National Constitution.
- b) These bylaws will not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven days’ notice at a previous meeting or at least sixty days’ written notice.
- c) 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.

SECTION 21 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 3396 bylaws, either in paper format or via the Local Union web site at www.3396.cupe.ca. 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 an alternate format.

APPENDIX “A” - CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

APPENDIX “B” - RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: “Is the Local ready for the motion?” If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.
11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases, will determine the order of

speakers including those circumstances where two or more members rise to speak at the same time.

14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote, or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
20. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.

25. After a question has been decided, any two members who have voted with the majority can move reconsideration, provided that a motion for reconsideration is made at either the meeting where the decision proposed for reconsideration was made, or at the very next meeting.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

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

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is 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. 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 abuse 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 him/her to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.

2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement.
4. Once a complaint is received, the ombudsperson will work to seek a resolution.
5. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
6. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. If the person in charge is a party to the complaint, the director or designate shall assume that role.
8. In a case where a member has been expelled from an event, the National President shall receive a report on the matter.

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.

CUPE National encourages all chartered organizations to develop and adopt a Code of Conduct based on this model, to apply to conventions, conferences, schools and meetings which they organize.

APPENDIX "D" - 50 km RADIUS MAP





Hamilton Wentworth CDSB Education Support Workers

APPENDIX "G" - INCIDENT/ACCIDENT REPORT (INJURED PARTY)

Incident/Accident Report (Injured Party)
Strike/Lockout and/or Political Action

CUPE 3396-Support Staff

Name:	Location:	Picket Caption:
Witness(es):	Date/Time:	Date/Time Reported:

What happened:

How did it happen:

Did anything change throughout the day:

What else was going on when the accident happened:

Nature of injury:

Was First-Aid Needed	Yes	No	
Are You Going to Seek Medical Help	Yes	No	If yes transported by:
Was EMS required for transport to a medical facility	Yes	No	-----

What were the weather and/or traffic conditions:

What was the perceived behaviour of the members, citizens and or other:

If injury was caused by any of the above mention a CUPE Violent Form must be completed

***** WSIB cannot be claimed because there is no WSIB coverage*****

Injured Party Signs Here: Dated Here: (MM/DD/YY)

Picket Caption Signs Here: Dated Here: (MM/DD/YY)



Hamilton Wentworth CDSB Education Support Workers

APPENDIX "H" - INCIDENT/ACCIDENT REPORT (WITNESS PARTY)

Incident/Accident Report (Witness Party)
Strike/Lockout and/or Political Action

CUPE 3396-Support Staff

Name:	Location:	Picket Caption:
Witness(es):	Date/Time:	Date/Time Reported:

Where were you when you the accident:

What activity were you doing when the accident happened:

What were the physical conditions (temperature, weather etc.,) at the time of the accident:

What did you see:

What sounds did you here:

What was the perceived behaviour of the members, citizens and or other:

If injury was caused by any of the above mention a CUPE violent form must be completed.

Are there any other factors you think are important to this report:

*****WSIB cannot be claimed because there is no WSIB coverage*****

Witness Signs Here:

Dated Here: (MM/DD/YY)

Picket Caption Signs Here:

Dated Here: (MM/DD/YY)