



**Canadian Union of Public Employees
(CUPE)**

Local 3338

BY-LAWS

Amendment Package

2024

[FINAL VERSION April 2024]

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INTRODUCTION

Local 3338 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 By-laws are adopted by Local 3338 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 by-laws.

SECTION 01 — NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 3338. Local 3338 consists of the following Bargaining Units:

1. Simon Fraser University (SFU)
2. Canadian Union of Postal Workers Vancouver Clerical (CUPW)
3. Simon Fraser Student Society Food and Beverage Services (deactivated)
4. Best Service Pros
5. Simon Fraser Student Society (SFSS)
6. Graduate Student Society (GSS)
7. Simon Fraser Public Interest Research Group (SFPIRG)

SECTION 02 — OBJECTIVES

The objectives of Local 3338 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 03 — MEMBERSHIP

- a) An individual employed within the jurisdiction of Local 3338 can apply for membership in Local 3338 by signing an application **and paying the initiation fee set out in Section 15(a) of these by-laws.**
- 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.
- c) 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).
- d) Member Obligations - Members are obligated to abide by the CUPE National Constitution and these by-laws as amended from time to time.
- e) Members will provide the Recording Secretary with their current address, home telephone contact number and where available, a personal 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, email blasts, telephone, town halls, or virtual online meetings.

f) Oath of Membership:

New members will take this oath:

“I promise to support and **comply with the Constitution of the 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”**

SECTION 04 — REFERENCES

- a) Gender-neutral pronouns shall be understood to be inclusive of all genders.
- b) Numbers of articles at the end of sections or subsections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these by-laws.

SECTION 05 — AFFILIATIONS

- a) In order to strengthen the labour movement and work toward common goals and objectives, Local 3338 shall be affiliated to and pay per capita tax to the following organization(s):
 - The CUPE BC Provincial Division

SECTION 06 — MEMBERSHIP MEETINGS

- a) Regular membership meetings of Local 3338 shall be held in September, October, January, March, May and July, on the third (3rd) Wednesday of the month. Notice of each regular membership meeting outlining the time and location shall be given to members at least seven (7) days in advance of the meeting.
- b) The order of business at regular membership meetings is as follows:
 1. Acknowledgement of Indigenous Territories
 2. Roll call of officers
 3. Reading of the Equality Statement
 4. Voting on new members and initiation
 5. Reading of the minutes
 6. Matters arising from the minutes
 7. Secretary-Treasurer’s Report
 8. Communications and bills
 9. Executive Board Report
 10. Reports of committees and delegates

11. Nominations, elections, or installations
 12. Unfinished business
 13. New business
 14. Good of the Union
 15. Adjournment
- c) The Annual General Meeting of the Local shall be held in November. Notice of the precise date, time and place of the AGM shall be given to the membership at least fourteen (14) days prior to the meeting.
- d) The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be eighteen (18) members, including at least three (3) members of the Executive Board.
- e) The order of business at the Annual General Meeting (AGM) is as follows:
1. Acknowledgement of Indigenous Territories
 2. Roll call of officers
 3. Reading of the Equality Statement
 4. Reading of the Minutes
 5. Matters arising from the minutes
 6. Executive Board Report
 7. Secretary-Treasurer's Report
 8. Audit Report by Trustees
 9. Presentation and Vote of Local's Budget for the year
 10. Communications and bills
 11. Reports of committees and delegates
 12. Nominations, Elections, and Installations
 13. Unfinished business
 14. New Business
 15. Good of the Union
 16. Adjournment
- f) Local 3338 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-deserving members.
- g) Special General Meetings may be held at any time by the call of the President or the Local Executive Board, by petition of eighteen (18) members of the Local, or at the call of twenty per cent (20%) of a Bargaining Unit. Notice for such Special General Meeting, including the subject to be discussed at the meeting, must be posted in a conspicuous place within each area at least five (5) days prior to such a meeting. Special General Meetings shall be scheduled by the Local Executive

Board, and be conducted by the President of the Local or their designate. No business shall be transacted at the special meeting other than that for which the meeting has been called and notice given.

- h) Meetings of Local Committees shall be at the call of the Chairperson of the Committee, or of the President, or of any three (3) members of the Committee concerned. The quorum for business of any committee shall be a majority of its members, and a majority of votes cast on any matter shall be decisive.
- i) Bargaining Unit Meetings - Bargaining Unit meetings may be called to deal with matters that affect only members of the Bargaining Unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another Bargaining Unit. The President shall advise members of the Bargaining Unit seven (7) days in advance of the meeting providing the time and location and an agenda.

SECTION 07 — UNITS

- a) All members of the Local are also members of a Bargaining Unit. Each collective agreement between the Local and an employer constitutes the membership of a Bargaining Unit.
- b) Individual unit meetings shall be held on an as needed basis at the request of the Bargaining Unit Representative.
- c) Decisions made at regular or special unit meetings shall only affect members of the unit.
- d) Units shall elect shop stewards as required, per their collective agreements. Units shall designate one steward to be the "Unit Steward." The Unit Steward shall sit on the Local's Executive Board Committee and the Grievance Committee.
- e) Units shall elect a Bargaining Committee six (6) months prior to the expiration of their contract for the purposes of negotiating a collective agreement and developing a strategic plan for bargaining, as per the CUPE National Bargaining Policy. This strategic plan shall be completed at least sixty (60) days prior to the commencement of bargaining.
- f) Any collective agreement and revisions to the collective agreement must be approved by a majority of votes cast **[fifty percent (50%) plus one (1)] [more than 50%]** in a referendum of the Unit concerned. Seven (7) days notice shall be given prior to the referendum vote, which shall be held after arranging Unit Meeting(s) to discuss the collective agreement.
- g) Should a strike or a lockout occur, any collective agreement and revisions to the collective agreement must be approved by a majority of votes cast **[fifty percent (50%) plus one (1)] [more than 50%]** in a secret ballot vote of the Unit concerned. Twenty-four (24) hours notice shall be given prior to the secret ballot vote, which shall be held after Unit Meeting(s) to discuss the collective agreement.

SECTION 08 — OFFICERS

a) The Executive Board of Local 3338 shall include all Officers and are defined as follows:

1. President
2. Vice President-Lead Steward
3. Vice President-Equity & Inclusion
4. Secretary-Treasurer
5. Recording Secretary
6. One (1) Communications Officer
7. Two (2) Membership Officers; one being a Young Worker (age 30 and under)
8. Bargaining Unit Representatives (1 Representative per Bargaining Unit)
- 9. Three (3) Trustees**

SECTION 09 — FULL TIME OFFICERS LEAVE OF ABSENCE

The positions of President, Vice President-Lead Steward, and Secretary-Treasurer shall be filled on a full-time basis in accordance with the following provisions:

- a) The President, Vice President-Lead Steward, and Secretary-Treasurer will be full-time, paid officers of CUPE Local 3338, booked off their job for their term of office at the highest pay band/wage grade of any of the Local 3338 bargaining units. The Officers shall be dues-paying members during their term.
- b) The collective agreement provisions of the Bargaining Units from which the Officers are booked off shall apply regarding vacation and benefits.
- c) Expenses incurred by the Officers in carrying out their duties of the position as authorized by the Executive Board or membership shall be reimbursed or paid by the Local in accordance with these by-laws.

SECTION 10 — OTHER OFFICER(S) AND LOCAL STAFF

- a) Any new position(s) and any new paid officer(s) must be approved by Annual or Special General Meeting of the membership. Staff members may include a Business Agent and/or office personnel.
- b) Staff hired from other than one of the units of Local 3338 can have a voice but no vote at meetings of the Local Union and cannot be a delegate to a District Council, Provincial Division or Convention unless the staff is a member of the bargaining unit.**

- c) Any other officers will be booked off their job for their term of office at their regular rate of pay, unless approved by the general membership.
- d) The Personnel Committee shall be responsible for the supervision, hiring, and collective bargaining with any Local staff. The Personnel Committee will include the President, or their designate, and two (2) other members of the Executive Board.

SECTION 11 — WORKSAFE BC COVERAGE

- a) The Local shall provide WorkSafe BC coverage for the President and Local Staff. In the case where coverage is not provided by the Employer, the Local shall provide coverage directly.

SECTION 12 — EXECUTIVE BOARD

- a) The Executive Board shall include all Officers, except Trustees and Chairs of Local Committees.
- b) The Executive Board shall meet at least once a month at the call of the President or of any four (4) members of the Executive Board.
- c) The quorum for business shall be a majority of the Local Officers (excluding Trustees and vacant positions). A majority of votes cast on any matter shall be decisive.
- d) The Executive Board shall present for approval to the membership at the Annual General Meeting an operating budget which will include all expenditures foreseen by the Executive Board during the Union's fiscal year (January 1st to December 31st).
- e) The Executive Board shall be empowered to appoint members to act as representatives on committees, and as delegates and alternatives to Conventions, meetings, and educational courses as provided for in these by-laws.
- f) The Executive Board shall be authorized to pay ordinary and regular expenditures on behalf of the Local as per **Local 3338 Financial Policy Section 17 of these Bylaws**.
- g) The Executive Board is responsible for establishing Local 3338 policies. Policies of the Local shall be adopted by a majority vote at any General Meeting.
- h) 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.
- i) Should any Executive Board member fail to answer the roll call for three (3) consecutive membership meetings, or three (3) consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant.

SECTION 13 — DUTIES OF OFFICERS

Each Officer of Local 3338 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise. All officers and other members of the Executive Board must be members in good standing, as per the CUPE National Constitution, see Appendix B. VIII.

- a) The Executive Board shall be the governing body of the Local Union between membership meetings, subject to the National Constitution, the Bylaws of this Local and policies and decisions established by the membership.
- b) The President, Vice President-Lead Steward, Vice President-Equity & Inclusion, Recording Secretary and Secretary-Treasurer shall be signing officers. Any two (2) of these five (5) may sign on behalf of the Local Union, one of which must be the Secretary-Treasurer, unless the Secretary-Treasurer is on leave or otherwise unable to act on behalf of the Local Union, or if the cheque is for the Secretary-Treasurer.
- c) Signing Officers of Local 3338 shall be bonded through the master bond held by CUPE National. Any signing Officer who cannot qualify for the bond shall be disqualified from having signing authority. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office. Bonding amounts will conform to the minimum guidelines as established by the National Secretary Treasurer and distributed to all chartered organizations annually.
- d) All Officers must give all properties, assets, funds, seals and all records, of the Local Union to their successors, or the union office, at the end of their term of Office.
- e) **The President shall:**
 1. Enforce the CUPE National Constitution, these Local Union by-laws and the Equality Statement.
 2. Preside at all membership and Executive Board meetings and preserve order.
 3. Decide all points of order and procedure (subject always to appeal to the membership).
 4. Have a vote on all matters (except appeals against the President's rulings) **and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie.**
 5. Ensure that all Officers perform their assigned duties.
 6. Interpret these by-laws as required
 7. Oversee the day-to-day operations of the local.
 8. Delegate other emergent duties to members of the Executive Board as needed.
 9. Fill committee vacancies where elections are not provided for.

10. Introduce new members and conduct them through the initiation ceremony.
11. Ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union by-laws, or vote of the membership.
12. Be allowed necessary and reasonable funds, to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.
13. The President or their designate from Local 3338 signing officers shall sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union By-laws, or vote of the membership.
14. Have first preference as a delegate to all conventions sponsored by any union recognized body.
15. Chair the Labour Management and Bargaining Committees for the local, and chair other committees and Unit Meetings as needed.
16. Shall be a member ex-officio of all committees and of all Units, and shall be responsible for coordination between the Committees, Units and the Executive Board.

f) **The Vice President-Lead Steward shall:**

1. If the President is absent or not eligible, perform all duties of the President
2. If the office of the President falls vacant, the First Vice President-Lead Steward will be Acting President until a new President is elected in a by-election as per Section 14(d).
3. Render assistance to any member of the Executive Board as directed by the Executive Board.
4. Preside over membership and Executive Board meetings in the absence of the President.
5. Be a member of the Local's Bargaining and Labour Management Committees.
6. Chair the Local's Grievance Committee.
7. When necessary, assist the National Representative, Business Agent and/or legal counsel in preparation of all arbitration cases.

g) **The Vice President-Equity & Inclusion shall:**

1. Assist the First Vice President-Lead Steward and assume the authority and duties of the First Vice President-Lead Steward in their absence.

2. Render assistance to any member of the Executive Board as directed by the Executive Board.
3. Shall be elected from an equity-deserving group, such as, but not limited to: racialized people, Indigenous peoples (First Nations, Inuit, and Metis), people living with disabilities, people who identify as lesbian, gay, bisexual, transgender, transsexual, queer, intersex, asexual, pan sexual or two-spirited (2SLGBTQIAP), and women.

h) The Recording Secretary shall:

1. 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 Trustee reports.
2. Record all amendments and/or additions in the by-laws, and make certain that these are sent to the National President through the National representative for approval.
3. Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
4. Keep a record of all correspondence received and sent out, and keep a book of financial motions.
5. Coordinate with the Communications Officer to prepare and distribute all notices to members.
6. Have all records ready on reasonable notice for the Trustees or auditors.
7. Preside over General Meetings and Executive Board Meetings in the absence of the President and Vice Presidents.
8. Perform other duties required by the Local Union, its By-laws or the National Constitution.

i) The Secretary-Treasurer shall:

1. 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.
2. Sign all cheques and ensure that the Local Unions' funds are used only as authorized or directed by the CUPE Constitution, Local Union by-laws, or vote of the membership. In consultation with the Executive Board, designate a signing officers during prolonged absences.
3. Be aware of all payments issued from the Local's funds, and reconcile all revenues and expenses with bank statements on a monthly basis.

4. 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.
5. 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.
6. Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
7. Make a full financial report to meetings of the Local Union's Executive Board.
8. Be bonded through the master bond held by CUPE National. Any Secretary Treasurer who cannot qualify for the bond shall be disqualified from office.
9. Pay no money unless supported by a cheque requisition or expense form or request for payment, duly signed by two signing officers of the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
10. 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.
11. Shall circulate an audited financial report to the Executive Board no later than May 31st. This report shall be presented to the membership at the next Annual or Special General Meeting
12. Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
13. 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 them during the preceding calendar year.

j) **The Communication Officer shall:**

1. Chair the Communications Committee
2. Create the Communication Plan for the local.
3. Monitor & update the L3338 web site and social media channels.
4. Create the L3338 newsletter.
5. Coordinate and draft the Executive Board report and presentation for AGMs.

6. Maintain & manage all CUPE L3338 mail lists and maintain various software platforms.
7. Shall act as the Privacy Officer to insure Local's adherence to provincial and federal privacy and freedom of information statutes.

k) **The Membership Officers: Young Worker and Health and Safety Officer shall:**

1. Serve as liaison between the general membership and the Executive Board.
2. 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 the consent of the members present.
3. Maintain the record of attendance at membership meetings.
4. The designated Young Worker Membership Officer shall chair the Young Workers Committee.
5. The designated Health & Safety Membership Officer shall coordinate and liaise with all Local Health and Safety Committee (LCHS) representatives and ensure that all OHS training for these members is up to date.
6. Perform other duties required by the Local Union, its By-laws or the National Constitution.

l) **The Bargaining Unit Representative shall:**

1. Ensure Bargaining Unit meetings are held at least monthly.
2. Report back Executive Board decisions and other Union business to their members.
3. Participate in work unit meetings.
4. Attend Executive Board and Grievance Committee meetings and consult with Vice President-Lead Steward on all grievances.
5. Represent their unit on the Executive Board.
6. Support and meet with unit stewards on a regular basis and recruit new stewards as required.
7. Liaise with the Health and Safety Membership Officer monthly to ensure that OHS vacancies are filled.
8. Ensure stewards acquaint new members with the Union.
9. Perform other duties required by the Local Union, its By-laws or the National Constitution

SECTION 14 — TRUSTEES

a) **The Trustees shall:**

1. 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.
2. Make a written report of their findings to the first membership meeting following the completion of each audit.
3. Submit in writing to the President and the 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.
4. Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
5. Ensure that proper financial reports have been given to the membership.
6. Audit the record of attendance.
7. 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.
8. 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.

SECTION 15 — NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

a) Nominations

1. The nomination of Local Officers shall commence at a membership meeting in September. Members who are not present at that meeting may accept their nomination in writing if it is witnessed by another member in good standing.
2. To be eligible for nomination, a member must be in good standing of the Local as set out in Articles B.2.1, B.8.1, B.8.2, & B.8.3 of the National Constitution.

3. No member will be eligible for nomination if they are in arrears of dues and assessments (B.8.6)
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 upon the commencement of the new position.
5. In the event that there is only one (1) nominee for any position, the presiding officer shall order that a ballot be cast for that nominee, and that person shall be declared elected by acclamation.

b) Elections

1. All table officer positions will be elected for a term of up to three (3) years. The Member-at-Large & Sergeant-at-Arms positions will all cease to exist upon the approval of these by-laws or after December 31, 2023 whichever is first.
2. The Bargaining Unit Representatives will be elected annually for one (1) year positions by members in their respective Bargaining Units.
3. At a membership meeting in September, 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.
4. The Returning Officer will be responsible for issuing, collecting, and counting **electronic votes**. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
5. The Returning Officer shall:
 - i. Make the necessary arrangements for an election including but not limited to:
 1. Preparation of **electronic votes**;
 2. Issuing, collection and counting of **electronic votes**;
 3. Voting at a regular membership meeting;
 4. Ensure proper election protocols are followed.
6. Elections shall be conducted electronically by secret **electronic vote**. The Executive Board shall arrange for one or more voting stations, and polls shall be open at least five (5) working days. The online polls will open at least seven days prior to the Annual General Meeting and remain open until 11:59 p.m. on the day preceding the Annual General Meeting. The Executive shall arrange adequate notice to the membership at least seven (7) days prior to the voting day, with all pertinent information pertaining to the election.
7. The results, including notice for runoff votes (if any) shall be announced at the AGM, posted on the Local union's website, and sent via email to all members who have provided email addresses. A **plurality** of votes cast will

be required before any candidate can be declared elected, and second and subsequent **electronic votes** will be taken if necessary to obtain a **plurality**. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous **electronic vote** will be dropped.

8. In the event runoff votes are required the online polls will reopen at 12:01 a.m. on the Monday following the AGM and remain open until 10:00 a.m. the following Friday. The results will then be posted on the union's website, and sent via email to all members who have provided email addresses. Should subsequent run off votes be required, the online polls will reopen the following Monday(s) at 12:01 a.m. and remain open until 10:00 a.m. of the following Friday(s). 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.
9. The President, Vice President-Lead Steward, Vice President-Equity & Inclusion, Secretary-Treasurer, Recording Secretary, Communication Officer, Membership Officers, and Trustees shall be voted for by the entire membership.
10. When two (2) 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. 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 6(d).
12. All election complaints by members will be submitted in writing to the Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Returning Officer in conjunction with the Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

c) Installation

1. All duly elected Officers shall be installed at the meeting at which election results are announced and shall continue in office for a term of up to three (3) years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years.
2. When a vacancy occurs on the Executive Board or for a Trustee, a replacement shall be elected to complete the unexpired term provided that the unexpired term is greater than two (2) months at the time of the election. Nominations shall take place at a membership meeting after due notice to the membership and the election shall be in accordance with the applicable parts of these by-laws.
3. The terms of office for Trustees shall be so that one serves for a period of three years (3), one for two (2) years, and one for one (1) year, as laid down

in Article B.2.4 of the CUPE National Constitution. 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.

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

- i. "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."

SECTION 16 — FEES, DUES, AND ASSESSMENTS

a) Initiation Fee

The Local will charge an initiation fee of \$5.00.

b) Readmission Fee

The Local will charge a readmission fee of \$5.00.

a) Assessments

An assessment must be applied for a specific purpose and for a specific length of time. An assessment must be approved by a majority of members in a referendum or at a membership meeting.

b) Monthly Dues

The monthly dues shall be one point seventy-five percent (1.75%) **of gross monthly wages**. Notwithstanding the above provisions, if the CUPE Constitution raises minimum fees and/or dues above the level herein established, these by-laws will be deemed to have been automatically amended to conform to the new CUPE minima. Such dues shall not apply to overtime or standby.

c) Non Payment of Dues and Assessments

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union.

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. (Article B.8.6)

SECTION 17 — VOTING OF FUNDS

a) Local 3338 will pay out funds under the following circumstances:

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

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

- b) In the case of a grant or a contribution to a cause(s) outside of CUPE greater than \$500.00, a Notice of Motion must be made at a Membership Meeting and then approved at the following Membership Meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven (7) days after the meeting where Notice of Motion has been given.
- c) No member of Local 3338 will be allowed to spend any Local Union funds without first having received authorization under Section 17(a) or Section 17(b) of these by-laws.

SECTION 18 — DELEGATES TO CONFERENCES, CONVENTIONS & EDUCATIONALS

- a) Except for the President's option [Section 13(e)], all delegates to conventions, conferences, and educationals shall be approved by the Executive Board and reported to the Membership.
- b) All delegates attending conventions, conferences, or educationals shall be paid according to CUPE BC expense policy attached as Appendix C. The Local Union will reimburse the member's employer for any loss of wages.
- c) Local 3338 will provide members with their per diem allowance prior to their attending a convention, conference, or educationals.
- d) Local 3338 encourages the participation of young workers, women and all equity-deserving groups in their delegation to conventions, conferences, and educationals.
- e) One delegate to CUPE BC and CUPE National Convention shall be a Young Worker.
- f) All delegates to conventions and conference participants must be members in good standing.

SECTION 19 — EXECUTIVE THINK TANK

- a) Once each calendar year or as necessary, the Executive Board shall hold a think tank to serve as a strategic planning session for the coming year. The primary purpose of the Think Tank will be to identify the Committees which will be required for the coming year. Any new committees identified must have their purpose and objectives defined and will be presented to the membership for approval. The

budget for this shall be passed by the membership during the adoption of the annual budget.

SECTION 20 — 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 Executive Board may sit on any special committee as ex-officio members. These committees shall include, but are not limited to: Communications Committee, Education Committee, Advocacy & Activism Committee, Job Action Committee, Social Committee, and Young Workers Committee.

1. Bargaining Committee

This will be a special committee established at least six (6) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a 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 a minimum of three (3) members, and shall not exceed a maximum of six (6) members. The President and one of the Vice Presidents shall be on the committee. The other committee members as well as alternates shall be elected by the members at a General Membership Meeting or at a Unit Meeting. The CUPE Representative assigned to the Local Union and/or the Business Agent shall be non-voting members of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

b) Permanent Committees

The Chairperson of each permanent committee will be appointed by the Executive Board, with the exception of the Grievance Committee.

Permanent committees will have a maximum term of up to three (3) 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 President or Vice President(s) shall be a member, ex-officio, of each committee.

There shall be permanent committees as follows:

1. Grievance Committee

- i. This committee will be chaired by the Vice President-Lead Steward.
- ii. This committee will oversee the handling of all local grievances and receive copies of all grievances.

- iii. This committee will prepare a report on the status of all grievances to be submitted to the Executive Board, the CUPE Representative, and to the general membership at a General Membership Meeting.
- iv. When a grievance is not settled in the initial steps provided for in the collective agreement, the Grievance Committee may decide whether or not the grievance should proceed to arbitration. If the decision is to not proceed to arbitration, the grievor(s) may appeal the decision as established in Section 25 of these bylaws to the Executive Board.
- v. The Chair of the Grievance Committee will take the minutes of the meeting. The committee shall consist of up to eight (8) members.

2. Personnel Committee

- i. The Personnel Committee shall be responsible for the supervision, hiring, and collective bargaining with any Local staff.
- ii. The Personnel Committee shall oversee the records and schedules of all paid staff and paid officers.
- iii. The Personnel Committee will include the President, or their designate, and two (2) other members of the Executive Board.

c) Other Committees

- i. The Executive Board may create, appoint, or disband any committee to further the aims and objectives of the Union.
- ii. The Executive shall appoint an Executive Board member as the committee chair. The committee may elect a co-chair from other members. Co-chairs may attend Executive Board meetings, with voice only.
- iii. The terms of reference for the committee will be approved by the Executive Board.
- iv. Requests to join committees will be made through the Executive Board.
- v. The budget of the committee will be funded through the annual budget.
- vi. The chair of each committee shall report to the Executive Board and the membership following each committee meeting.

SECTION 21 — COMPLAINTS AND TRIALS

- a) 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 Appendix B.

SECTION 22 — RULES OF ORDER

- a) 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 by-laws as Appendix "B". 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.
- b) 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 23 — AMENDMENTS

- a) These by-laws 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 by-laws and the CUPE National Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE National Constitution.
- b) These by-laws will not be amended, added to, except upon a majority vote of those present and voting at a regular or special membership meeting following seven (7) days’ notice at a previous meeting or at least sixty (60) days’ written notice. The vote must be by secret ballot.
- c) Once a by-law amendment has been considered and defeated, it cannot be brought forward for reconsideration for a six (6) month time period following the meeting at which the vote took place.
- d) No change in these by-laws will be valid and take effect until approved by the National President of CUPE. The validity will date from the letter of approval of the National President.

SECTION 24 — PRINTING AND DISTRIBUTION OF BY-LAWS

- a) Members will receive a copy of Local 3338 by-laws, either in paper format or via the Local Union website at www.cupe3338.ca.
- b) Members with special requests can contact the local.

SECTION 25 — GRIEVANCE / ARBITRATION APPEALS

1. The decision to file a grievance and to proceed to any step of the grievance procedure including arbitration rests exclusively with the Local Union and not an individual member. To ensure that decisions are fair and not arbitrary, the following appeal process is available to members.
2. If a member feels they have an issue that warrants a grievance and/or arbitration, they must first discuss the issue with a Shop Steward, Member of the Executive Board, or Business Agent. If the decision is made not to take the matter forward the following appeal process may occur.
3. First Appeal
 1. A member who wishes to appeal a decision not to proceed with a grievance or arbitration will notify the Committee Chair or Business Agent within 7 (seven) days of receiving this decision from their Shop Steward or Business Agent.
 2. The Committee Chair will add the matter to the agenda of the next Grievance Committee Meeting.

3. The Committee Chair or Business Agent will take any and all necessary steps with employer to ensure the matter is not lost due to any timelines outlined in the grievance procedure of the collective agreement.
4. The Grievance Committee may request the opinion of the National Representative.
5. At that meeting the assigned Shop Steward or Business Agent will present their reasons for not advancing the matter to grievance or arbitration.
6. The Member will then be asked to present their case along with their reasons for why they feel the matter should be advanced, and any other information they feel is relevant.
7. The member will then be excused from the meeting.
8. The Grievance Committee will then conduct a secret ballot vote to decide on whether to advance the matter or not.
9. The member will be notified of the decision by the Committee Chair and their right to advance the matter for a final appeal.

4. Final Appeal

1. Should a member wish they may advance the matter to a final appeal before the Executive Board.
2. To do so they must notify the Committee Chair or Business Agent within 7 (seven) days of receiving the decision on the first appeal.
3. The Committee Chair will then have the matter placed on the agenda of the next Executive Board meeting.
4. The Committee Chair or Business Agent will take any and all necessary steps with employer to ensure the matter is not lost due to any timelines outlined in the grievance procedure of the collective agreement.
5. Prior to the meeting the Executive Board may request the opinion of the National Representative.
6. At that meeting the Committee Chair or Business Agent will present the Grievance Committee's reasons for not advancing the matter to grievance, or arbitration.
7. The Member will then be asked to present their case along with their reasons for why they feel the matter should be advanced, and any other information they feel is relevant.
8. The Member will then be excused from the meeting.
9. The Executive Board will then conduct a secret ballot vote to decide on whether to advance the matter or not.
10. The member will be notified of the decision by the President.
11. The decision of the Executive Board is final.

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, language and ethnic origin.

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

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

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

APPENDIX B — RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice President-Lead Steward will be the Chairperson at the membership meeting. In the absence of the President and Vice President-Lead Steward, the Vice President-Equity & Inclusion will be the Chairperson at the membership meeting. In the absence of the President, Vice President-Lead Steward and Vice President-Equity & Inclusion, 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 — CUPE BC EXPENSE POLICY, with one exception re: CRA rates*

1) PREAMBLE

- a) The purpose of this expense policy is to reimburse members for expenses incurred on behalf of CUPE BC. This policy shall be reviewed annually by the Trustees.

2) WAGES

- a) Lost wages for regularly scheduled hours of work shall be repaid at cost directly to the employer or Local Union only. Wage loss will not be paid directly to individuals.

3) ACCOMMODATION

- a) If required, will be paid at prevailing rates. Members are entitled to a single room, where members choose to share their room; they should clarify that with CUPE BC. Where possible all room, taxes and parking will be billed directly to CUPE BC.

4) DEPENDANT CARE

- a) If required, dependent care will be paid outside **of** regular working hours at the rate up to \$20.00/hour to a maximum of \$300.00/day (which includes travel time) upon completion of the CUPE BC Dependant Care form. Other dependent care expenses will be paid at a realistic rate with prior approval of the Secretary-Treasurer and upon completion of the CUPE BC Dependant Care form.
- b) Receipts are required and claims should not be paid for a spouse, partner, or a family member who normally provides care without charge, or for periods of time where a member would normally have paid for care such as during normal hours of work at their job.**

5) TRANSPORTATION

- a) To be the most convenient and economical means with the maximum mileage not to exceed airfare:
 - (i) Airfare where required (economy class).
 - (ii) Car mileage 61¢/km*.
 - (iii) Parking cost when receipt provided and when on CUPE BC business.
 - (iv) Taxi or airport shuttle from airport to hotel to meeting place upon submission of receipts. Taxis to be shared when possible, and cheaper than combined shuttles.

6) PER DIEM

- a) \$43.00 per half-day meeting (when no meal provided).
- b) \$86.00 per day for an all-day meeting (when no meals are provided).

- c) \$43.00 for half-day of incoming travel to next day meeting or return travel day, next day after meeting
- d) \$86.00 for full-day travel to and from meetings.
- e) Evening meetings requiring meals \$43.00 (unless already receiving \$86.00 full-day per diem).
- f) Meetings where all expenses (meals) are included \$17.00
- g) Where members are booked off for special projects (e.g., Zone coordinators, Campaign Workers, etc.), the full-time officers per diem policy will apply.

7) INCIDENTALS

- a) \$17.00 for in person meetings where all expenses (meals) are included.
- ~~b) \$17.00 for video conferencing meetings scheduled for three (3) hours or more.~~

8) FULL-TIME OFFICERS

- a) The General Expense Policy will apply for full-time officers as follows when conducting the duties of their office for meetings of the Admin Committee, Executive Board, BC Fed., etc. and committee meetings on behalf of CUPE BC away from the office.
 - (i) When daily per diem is not in effect, regular in-town per diem will apply as per the Constitution. (\$17.00 per day)

~~9) DAYS IN LIEU~~

- ~~a) In cases where CUPE BC business causes Executive Board members and/or Trustees to lose both of their consecutive regularly scheduled days off, they will be allowed to book off days in lieu at CUPE BC's expense. Prior authorization of the Secretary-Treasurer is required for book off of days in lieu.~~

~~** An approval form is available upon request **~~

10) CONVENTION COMMITTEES

- a) Convention committee members will have wages and rooms paid for those days the committee is required to meet prior to Convention convening.
- b) Per diem for days committee meets when Convention is not in session will be \$86.00
- c) The following per diems will apply to the Credentials, Resolutions and Sergeant-at-Arms Committees when Convention is in session:
 - (i) Chairperson - \$35.00 per day
 - (ii) Committee Members - \$30.00 per day
 - (iii) Hotel room at prevailing rates and loss of wages as required.

- d) Convention Committee members who wish to forfeit per diem may have this amount donated to the Colleen Jordan Humanity Fund.
- e) Resolutions committee — When required to meet prior to the start of convention, lunch will be provided. When required to meet prior to daily convening of convention and through the lunch break food will be provided.

11) RECEIPTED EXPENSES

- a) Where receipted expenses are being submitted, a credit card slip will not be accepted on its own. An itemized receipt from the agency must also be included (e.g., hotels etc.) If no receipt is available due to special circumstances a declaration providing an explanation may be accepted, signed by the member and authorized by the Secretary Treasurer. These receipts may be reviewed by the Trustees.

Addendum: to Car Mileage as outlined in the CUPE BC Expense Policy, see Transportation - 5 (a) (ii) the Local will pay 0.61 cents per km or **the CRA rate**, whichever is greater. (<https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/payroll/benefits-allowances/automobile/automobile-motor-vehicle-allowances/automobile-allowance-rates.html>)

APPENDIX D — CUPE Code of Conduct

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

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

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 also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. 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 use of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing

behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding the Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. 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. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. 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. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. 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.
7. 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. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A

similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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

All chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.

