

Bylaws

CUPE Local 1281

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ARTICLE I – NAME AND CHARTER

This Local shall be known in the English language as "Canadian Union of Public Employees, Local 1281", and in the French language as "Syndicat canadien de la fonction publique, section locale 1281", and shall hereinafter be referred to as "the Local". The Local is a chartered local of the Canadian Union of Public Employees/Syndicat canadien de la fonction publique, hereinafter referred to as "the Union". As a local of the Union, all bylaws and/or rules contained herein shall be in accordance with the Constitution of the Union. Where a conflict arises between these bylaws and the Constitution of the Union, the Constitution shall prevail. Where any Clause of these bylaws refers to an article of the Constitution, it shall be understood to refer to the Constitution of the Union. Where any clause of the Constitution of the Union is amended such that the numeration of the clause is also amended, any reference to that clause in these bylaws shall be deemed to be amended to reflect the change in numeration. For the purposes of interpretation of these bylaws, the term "Convention" shall be deemed to be the equivalent of "general meeting", where such term appears in the Constitution.

ARTICLE II – OBJECTIVES

- a. The objectives of the Local are as set out in the Constitution of the Union, as such objectives are applicable to the Local, and:
- b. To promote and protect the interests of the members of the Local, and to improve their working conditions and working lives;
- c. To regulate relations between the members of the Local and their Employers by means of collective bargaining, joint consultation, and worker participation;
- d. Democratically to participate in, and influence, all possible activities of the Union, including decision-making, campaigns, strike support, etc.;
- e. To strive to eradicate institutional and systemic barriers based on age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs, or activities; sex; sexual orientation; gender, gender expression, and gender identity; the sex characteristics of intersex persons; marital status; family status; pregnancy; parental status; number of dependents; class; place of residence; record of offences except where such record relates to a bona fide qualification because of the nature of employment; receipt of public assistance, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-related Complex (ARC), or positive Human Immune Deficiency Virus (HIV) test; visible, invisible or episodic disability or perceived disability; union membership or activity; and/or the exercise of any of a member's rights; and
- f. To build a united movement of workers to fight for and defend human rights, safe working conditions, a living wage, and good jobs for all; and
- g. Generally to do all things necessary and/or reasonable in the promotion and attainment of the objectives of the Local as above.

ARTICLE III – JURISDICTION AND MEMBERSHIP

1. Jurisdiction of the Local

Any group of the following employees shall be eligible for membership in the Local:

- a. Employees of any membership-based organization of students, staff, or faculty of any post-secondary education institution in Canada;
- b. Employees of any membership-based organization dedicated to progressive social change or social welfare; or
- c. Employees of any membership-based organization dedicated to progressive or popular education; or
- d. Employees of any law firm that represents unions in Ontario, or employees within a local of a trade union/association that represents workers; or
- e. Employees of any non-profit organization run by a volunteer board, with a focus on art or workers and a social justice mandate.
- f. Employees of any workplace or areas of the economy that have a low rate of union density.
- g. Employees of any workplace or areas of the economy who have demonstrated an interest in unionization and who would benefit from being members of CUPE local 1281.

2. Eligibility for Membership

Any individual described in Article 3.1 above may become a member of the Local, provided they:

- a. Applies for membership on the regular form provided for that purpose,
- b. Is accepted as a member in accordance with Article **B.XI** of the Constitution, and
- c. such applicant for membership is employed in a bargaining unit for which the Union and the Local are the certified bargaining agent, or the applicant for membership is employed by an employer described in 3.1 above, the employees of whom have been approved in accordance with the Standing Policy on Organizing as a potential ~~sub~~-unit in an organizing effort.

3. No Discrimination

No person otherwise eligible for membership shall be excluded from membership, and no member shall be discriminated against in any way, because of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs, or activities; sex; sexual orientation; gender, gender expression, and gender identity; marital status; family status; pregnancy; parental status; number of dependents; class; place of residence; record of offences; receipt of public assistance; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-related Complex (ARC), or positive Human Immune Deficiency Virus (HIV) test; visible, invisible or episodic disability; union membership or activity; and/or the exercise of their rights under the Constitution and these Bylaws.

4. Compliance with Fines, Suspensions, or Expulsion.

No person otherwise eligible for membership in the Local shall be admitted to membership if they have been fined, suspended, or expelled by the Union or any Local of the Union until they have complied with the terms of such fine, suspension, or expulsion.

5. Rights of Membership

- a. Any member shall have the right to inspect, and receive a copy of the Local's reports, including duly-approved minutes, financial statements, reports, and all other relevant documents to which they are entitled, excluding material related to grievances, arbitrations, discipline, settlement offers or any confidential document. The Executive Committee shall provide access in a reasonable period of time not to exceed thirty (30) days from the date of the request.
- b. The Staff Representative(s) employed by the Local shall normally represent members who file individual grievances; however, this shall not limit the right of the individual member in the exercise of any of their rights under the Collective Agreement to be represented in a grievance by another official of the Executive Committee or the sub-unit steward.
- c. Participation -- Every member in good standing shall have the right to attend and vote at all sub-unit membership meetings, and to participate in all schools, seminars, and other events sponsored by the Local. Each member in good standing shall have the right to observer status at all meetings of Stewards' Council and at meetings of the Executive Committee, provided that the meeting is not in-camera.
- d. Notwithstanding the above, where a member wishes to attend a meeting of a governing body of which they are not a member, the Local shall have the right to rule that the member shall attend at their own expense.
- e. Notwithstanding the above, Stewards' Council and the Executive Officers shall have the right to conduct business in camera where confidential matters involving grievances or matters related to bargaining, organizing or otherwise deemed confidential.
- f. Every member in good standing shall have the right to become an officer of the Local in accordance to these by-laws, except for current members of an employer group of a sub-unit of the Local or current or past employer representatives who participate in an arbitration hearing or lockout against the Local.

6. Retention of Membership Rights

- a. Any member who is on a regular layoff (e.g. a "summer" layoff) or on an approved leave shall retain their membership rights for the period of the layoff or leave up to a maximum of twelve consecutive months, or until such time as their employment terminates.
- b. Any member whose employment terminates may maintain their membership for a period of twelve (12) months from the date of termination, and shall be considered a member in good standing, with all rights and privileges except those restricted by Ontario Labour Law. In order for such a member to extend their membership, they must contact the Recording Secretary within four (4) months of their termination to request that their membership be maintained for the aforementioned twelve (12) month period.

ARTICLE IV — FEES, DUES AND ASSESSMENTS

- a. The monthly dues shall be 3% of gross wages.
- b. Notwithstanding the above provisions, if the CUPE National Convention raises minimum fees and/or dues above the current rate of the monthly dues, the rate shall automatically be amended to maintain the level of 0.82% to remain in the Local Union's accounts.
- c. 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 days at a previous meeting or 60 days in writing must be given.
- d. Each application for membership in the Union and the Local shall be directed to the Secretary-Treasurer, and shall be accompanied by an initiation fee of \$1.00 as required by law, which fee shall be in addition to monthly dues. 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. The Secretary-Treasurer shall issue a receipt. In accordance with Article B.10.2, where an application for membership is rejected the initiation fee shall be returned to the applicant.

The re-admission fee shall be \$1.00

- e. 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.
- f. A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Committee by the Secretary-Treasurer. The Executive Committee will report all suspensions to the next membership meeting.

ARTICLE V – GOVERNING STRUCTURE

1. The governing bodies of the Local shall consist of the following:
 - a. The Convention
 - b. The Stewards' Council,
 - c. The Sub-units, and
 - d. Committees elected at Convention
2. The Plenary autonomy of the Local shall rest with the membership of the Local.
Such authority shall be exercised in Convention and in accordance with these Bylaws.

ARTICLE VI – CONVENTION

1. Annual Convention

1. The Annual Convention shall be held between June 1 and July 31 of each year.
2. The Local President shall normally preside at the Annual Convention. Should the President not be able to chair Convention, the executive committee is responsible for finding a chair that is a) internal to 1281 and b) knowledgeable of the rules of order, the local's bylaws, and the local's policies regarding accessibility and equity.
3. Notice of the date, time and place of any Annual Convention shall be given to all members, either by posting to the Local's website and email or by mail to their home address no later than ninety (90) calendar days prior to Convention.
4. Convention shall receive the written reports of the Executive Committee, Stewards' Council and any elected representative or delegate of the Local; reports shall update the membership on the business transacted during the previous year.
5. The Executive Officers shall submit a full financial report covering the preceding fiscal year, to Convention for approval.
6. The Trustees shall submit to Convention a full written report of their activities during the preceding fiscal year.
7. The Executive Officers shall submit a proposed budget for the following fiscal year to Convention for approval.
8. All delegates elected to Labour Councils, CUPE Councils, or any conference or labour convention shall submit a written report on business transacted during the previous year.
9. Convention shall receive and close nominations for officers of the Local, and shall, where only one candidate is running for a position, install that officer.
10. Convention shall establish the policies to be followed by the Local, interpret and amend these Bylaws as necessary, and shall do all things necessary for the proper disposition of any matter which may come before it for consideration.

2. Order of Business

At the opening of Convention, the presiding officer shall take the chair and shall conduct the business in the following order:

- a. Roll Call of Officers and Stewards, Seating of Delegates
- b. Reading of Land Acknowledgment
- c. Reading of Equality Statement
- d. Voting on New Members and Initiation (See Article B. ~~10~~ 8.1-4 of the Constitution)
- e. Reading of the Minutes of the Previous Convention(s)

- f. Matters Arising from the Minutes
- g. Reports of Executive Officers
- h. Report of the Trustees
- i. Report of the Stewards' Council
- j. Bylaw and Constitutional Amendments
- k. Policy Amendments
- l. Financial Report and budget
- m. Reports of Committees and Delegates
- n. Nominations, Elections, and Installations
- o. Unfinished Business
- p. New Business
- q. Good of the Union and solidarity requests
- r. Adjournment

3. Attendance

- a. Convention shall be closed to all but members in good standing, retirees, Union staff, and staff of the Local. Members in good standing in attendance may vote by a 2/3 majority to admit an individual non-member as a guest with speaking rights only. Retirees and guests are not eligible to vote nor do they count towards quorum.
- b. Any member who is not in good standing may attend Convention as an observer. Observers shall attend at their own expense.
- c. Convention shall consist of the Officers of the Local and of delegations elected by the sub-units in accordance with this Article and Article 9.7.
 - i. Each sub-unit delegation shall consist of the sub-unit delegates elected from among the membership of the sub-unit. One of which will be the sub local steward and the others according to the following, where "PBU" means 'Position in the Bargaining Unit':
 - 1 to 5 PBUs 1 delegate
 - 6 to 10 PBUs 2 delegates
 - 11 to 20 PBUs 3 delegates
 - 21 to 40 PBUs 4 delegates
 - 41 to 80 PBUs 5 delegates
 - Sub-units with 80 PBUs or more shall be entitled to 6 delegates
 - ii. The number of PBUs in any sub-unit shall be, the average number of

employees in the bargaining unit from whose salaries, dues are deducted in any month from the months of January to March, inclusive, rounded down. Members on an unpaid leave of absence shall not be calculated in determining the total number of positions in the bargaining unit.

4. Voting

Except where otherwise provided for in these Bylaws, voting shall be by show of hands and a majority of those in attendance casting a vote shall be sufficient to determine a decision.

5. Quorum

Delegates representing at least ~~fifty percent plus one~~ **more than 50%** of the sub-units shall constitute quorum at Convention for the transaction of business.

If quorum is not present within 15 minutes of the appointed time of the meeting the Chair may decide to allow for more time to achieve quorum if they have reasonable grounds to assume that quorum may be achieved. If quorum is not achieved the meeting shall be adjourned to a date no less than two weeks and no more than four weeks from the date of the initial meeting.

Any member who notices that the meeting has lost quorum may indicate this to the Chair. The Chair must then immediately verify whether or not quorum is present.

Should the meeting lose quorum part-way through the proceedings, the meeting shall be adjourned as outlined above. The meeting may proceed as an information only meeting and any decisions made are not binding. Motions passed prior to losing quorum are valid and may stand.

6. Election of Officers

- a. Any member in good standing in attendance at the Convention may nominate any other member in good standing to stand for any position as an Officer of the Local. Any member in good standing not in attendance at Convention can so nominate in writing, with signature affixed, to the Recording Secretary no later than 30 days prior to Convention. Any member in good standing not in attendance at Convention may also be nominated from the floor as long as they have accepted the nomination in writing prior to the vote.
- b. The Trustee or a designate as agreed to by a 2/3 majority of the members present, shall chair elections at Convention and shall call for nominations at least three times before the nominations are closed. Elections shall be conducted in the following order: President, Vice-President, Secretary-Treasurer, Recording Secretary, two (2) Lead Stewards, Communications Officer, Equity Officer, and any Trustees to be elected.
- c. At each and every election, a maximum five-minute question period shall be conducted for each of the nominated candidates, including the situation where

only one candidate is nominated for a position. Where only one member is nominated to stand for any position as an Officer of the Local, they shall be declared acclaimed. Where more than one member is so nominated, an election shall be conducted by secret ballot amongst the members in good standing who have been elected to attend Convention and are present during Convention.

- d. The Trustees shall be responsible for conducting the election. Where, because of resignations or other reasons, there are no Trustees in office or present at Convention, the members present at Convention shall appoint two delegates to conduct the elections, one as the Chief Returning Officer to govern elections and the second to assist with ballot counting.
- e. Elections shall be conducted for the Officer positions in order in which they are listed in Article 7.1. When the taking of votes is completed, business of Convention shall cease until such time as the results are announced by the Trustees. Each candidate may appoint a scrutineer to observe the counting of the ballots.
- f. In any election, a candidate shall be declared elected when they receive ~~50% plus one~~ **more than 50%** of votes cast. In the event of a tie, balloting shall be conducted again, with only those candidates who tied listed on the ballot. In the event that there are a number of candidates and no candidate receives a majority of votes cast, there shall be a run-off election. Where a number of candidates stand for election, the candidate with the fewest vote shall be struck from the list of candidates.
- g. When two or more candidates 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.

7. Election of Stewards' Council

Each sub-unit shall submit the name of its steward elected to a position on Stewards' Council, who shall then be acclaimed by Convention. Convention may not reject any such candidate for Council, except where the steward has during the previous year been removed from office in accordance with Article 8.7 or 8.11, where the steward has been tried and convicted in accordance with ~~Article B.6~~ **Appendix B.11.1 and Appendix F** of the Constitution, or where the steward is in arrears of their dues, assessments, or fines.

8. Election of Trustees

Convention shall elect the Trustees. The term of office for each Trustee shall be three years. Trustees' terms of office shall be staggered such that one Trustee is elected at each Annual Convention.

9. Election of delegates to Labour Councils and Conventions

Convention shall elect or affirm delegates to labour councils and conventions.

10. Election of the Retirees Council

Up to five (5) members of the Retirees Council will be elected at Convention.

11. Installation of Officers

Where an election takes place, the candidate(s) elected shall be installed upon the Convention ratifying the results. ~~Any officers elected by Convention shall be installed in their positions upon reading out the oath of office~~ **A candidate who is elected to office must clearly communicate or affirm this oath**; the term shall begin upon adjournment of the Convention.

12. Special Conventions

A Special Convention may be called at any time by a 2/3 majority of Stewards' Council, a two-thirds majority of the Executive **Board Committee**, or by the Executive Officers upon receipt of a written petition signed by not fewer than twenty (20) members in good standing.

- a. Such a petition must contain the name, sub-unit, home telephone number, and signature of each signatory, as well as a statement of the purpose for which the members are petitioning for a Special Convention to be called, such statement to include any motions which the petitioners intend to put on the floor.
- b. No more than thirty-three percent (33%) of the signatories may be from any one sub-unit of the Local.
- c. Upon receipt of a properly constituted petition, the Executive Officers shall call a Special Convention to take place within forty-five (45) days. Notice of Convention shall be in writing, and shall state the purpose for which Convention is called.
- d. The order of business at a Special Convention shall be as follows:
 - i. Roll Call of Officers and Stewards, Seating of Delegates
 - ii. Reading of Equity Statement
 - iii. **Acknowledgement of the Indigenous nations on whose land the meeting is taking place, and to raise awareness about Indigenous peoples' presence in their territories**
 - iv. Voting on New Members and Initiation
 - v. Business of Convention. No item may be considered under "Business of Convention" which is not included in, or relevant to, the statement of purpose of the petitioners, as per 6.8 12(a), or, where Convention is called by the Executive Officers or Stewards' Council in the notice of Convention, as per 6.8 12(c).
 - vi. Adjournment
- e. All other rules pertaining to the conduct of Special Conventions shall be as per Annual Convention.

ARTICLE VII – OFFICERS

1. Composition

The Local shall have the following officers: President, Vice-President, Secretary-Treasurer, Recording Secretary, two (2) Lead Stewards, Communications Officer and Equity Officer, which shall constitute the Executive Committee. The Local shall also have three (3) Trustees, who shall not be considered as part of the Executive Committee. No member may serve in more than one position as an officer.

2. Term of Office

The term of office for any officer shall be 12 months from 1 August to 31 July of the following year.

3. Executive Committee

The Executive Committee shall collectively be responsible for efficient day-to-day operation of the Local, and shall perform their duties at the direction of Convention and Stewards' Council. The Executive Committee shall meet as often as the Committee or Stewards' Council deems necessary, but at least once per month. Quorum shall be four (4) officers.

4. Honoraria

Each member of the Executive Committee shall be entitled to an honoraria of \$200 per month for the duration of their term. In the case an Officer leaves before the completion of their term, they shall be entitled to a prorated amount for the month they leave office.

Members of the Executive Committee shall endeavour to access book-off time for their service to the Local as provided in their Collective Agreement. If a member of the Executive Committee is on unpaid leave and if the Local wishes to compensate them for their service over and above their honorarium, this shall be decided upon by motion at Stewards Council.

The Executive Committee shall report to Stewards Council for the purpose of ensuring that the work being performed by the Officers of the Local is being compensated fairly and in accordance with the Local's general principles.

5. Removal of Officer

If an officer fails to attend three consecutive membership meetings or three consecutive executive meetings without good and sufficient reason, their office will be declared vacant and filled at the next meeting.

6. Anti-Oppression Training

All members of the Executive Committee shall endeavour to participate in at least one CUPE sponsored anti-oppression workshop over the course of their term of office.

7. Return of Property

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

8. Signing Officers Must Be Bonded

All signing Officers of the Local 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.

9. Transition Binder

Each member of the Executive Committee shall maintain and update a binder that contains resources useful to future officers. Resources in the binder will include past reports and guidelines on past practices pertaining to the duties of the position and the operations of the Executive Committee.

10. Duties of the President

The President shall:

- a. preside at Executive Committee meetings, and all other meetings of the Local where a Chair is not specified;
- b. be the chief administrator and spokesperson for the Local;
- c. be a signing officer of the Local; shall oversee, in conjunction with the Vice-President, the Local's organizing campaigns;
- d. ensure that all officers and other officials of the Local perform their assigned duties in a manner consistent with the Constitution and these Bylaws;
- e. be responsible for the calling of all Local meetings, and for provision of the required notice for such meetings;
- f. sign all authorizations, contracts, and other official documents of the Local;
- g. act as the Employer's representative on behalf of the Executive and as the designated supervisor of staff;
- h. where notified by a sub-local steward that the sub-unit membership has authorized strike action, ensure that the sub-unit receives all the assistance necessary from the Local and the Union;

- i. be responsible, in conjunction with the Secretary-Treasurer, for accounting for all funds of the Local;
- j. shall appoint all committees not otherwise ordered (Art.B.3.1 of the Constitution);
- k. consult monthly with the elected Chair of the Retirees Council to bring forward recommended motions to the Executive Committee;
- l. be an automatic delegate to CUPE Ontario and CUPE National Conventions, and will coordinate and oversee the activities of the Local's delegates to the Canadian Labour Congress, CUPE Ontario and CUPE National conventions, provincial Federations of labour, and regional and municipal Labour Councils; and
- m. assist the other officers in the carrying out of their duties where required.

11. Duties of the Vice-President

The Vice-President shall:

- a. for any period in which the President is unable to perform their duties, assume the duties of the President;
- b. oversee, in conjunction with the Equity Officer, the coordination and development of the Local's campaigns and involvement in coalition work;
- c. oversee, in conjunction with the President, the Local's organizing campaigns for new sub-units;
- d. in conjunction with the Equity Officer and Lead Stewards, organize and facilitate education programs for members and stewards and work to engage members by holding regional and sub-unit meetings;
- e. ensure adequate notice is provided to members of opportunities to participate in trainings and workshops provided by the Union;
- f. chair the governance sub-committee to review the policies, and by-laws of the Local and make recommendations for amendments and ways to educate members of the Local's governance mechanisms; and
- g. assist the other officers in the carrying out of their duties where required.

12. Duties of the Secretary-Treasurer

The Secretary-Treasurer shall:

- a. sign all cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, these bylaws, or vote of the membership;
- b. in consultation with the Executive Committee, designate a signing officer during prolonged absences;
- c. ensure the receipt of all revenue, initiation fees, and assessments, ensure a record is kept of each member's payments, and that all such moneys are promptly deposited in a credit union;
- d. ensure that all Employers of members of the Local submit dues payments in a timely manner;
- e. ensure all per capita payments required by the Union are prepared and submitted promptly in accordance with Art.B.4.5 of the Constitution;
- f. record all financial transactions in a manner acceptable to Stewards' Council and the Trustees;
- g. 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

- h. make a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- i. provide to Stewards' Council and the Trustees quarterly financial statements;
- j. make all books available for inspection by the Trustees and/or auditors on reasonable notice;
- k. cooperate fully with the Trustees in the preparation of the semi-annual Trustees' Report;
- l. 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;
- m. in the circumstance where neither the President nor the Vice-President are able to fulfill their duties, assume the duties of the President; and
- n. assist the other officers in the carrying out of their duties where required.

Should the Secretary-Treasurer fail to qualify for bonding, the person shall be disqualified from holding the position and a new election shall be held.

11. Duties of the Recording Secretary

The Recording Secretary shall:

- a. keep full, accurate, and impartial record of the proceedings of all regular or special membership, Stewards' Council and Executive Committee meetings. These records must also include a copy of the full financial report (Executive Committee meetings) and the written financial report (membership meetings) presented by the Secretary Treasurer. The record will also include Trustees' reports;
- b. record any alterations in these Bylaws;
- c. provide up-to-date information to the membership and Stewards about the rules of the Local;
- d. should cause be identified or upon request, forward to each sub-unit steward a copy of the meeting minutes of the Executive Board or Stewards' Council within one week of their approval;
- e. answer all correspondence and fulfill other secretarial duties as directed by the Officers;
- f. ensure adequate files of all minutes and communications are kept;
- g. work with the Equity Officer to ensure all co-sponsorship donations are mailed with a letter of solidarity to the organization/group/individual or union local;
- h. ensure Officer Transition Binders include relevant materials and are up-to-date at the time of Convention;
- i. respond promptly to all requests for information from members, and
- j. assist the other officers in the carrying out of their duties where required.

12. Duties of the Lead Stewards

The Lead Stewards shall:

- a. preside at Stewards' Council meetings;
- b. oversee and coordinate the election of stewards;
- c. develop education and training programming for stewards to take place at Stewards' Council meetings;
- d. upon request by the President assist the Staff Representative in bargaining, grievances, discipline meetings, and assist in advising members regarding current or potential grievances;
- e. where possible, assist the President and Vice-President in the Local's organizing campaigns;
- f. in conjunction with the Recording Secretary, ensure that stewards receive documentation and records related to official meetings;
- g. in conjunction with the Communications Officer, ensure that stewards are adequately informed about the activities of the Local;
- h. assist the other officers in the carrying out of their duties where required; and
- i. organize CUPE National Intro to Stewarding training for incoming stewards of the Local by September 1st.

13. Duties of the Communications Officer

The Communications Officer shall:

- a. be responsible for maintaining and publicizing the Local's website; shall be responsible for assisting with membership outreach and ensuring the maintenance of the Local's email and contact list;
- b. be responsible for ensuring an email newsletter is distributed to all members on a regular basis;
- c. be responsible for ensuring that the website, social media accounts and the email list are current and used to serve the objectives of the Local, for the good of the Union, and for regular communication among the Executive Committee, stewards, and members; and
- d. assist the other officers in the carrying out of their duties where required.

14. Duties of the Equity Officer

The Equity Officer shall:

- a. assist with campaigns work, coalition work and providing information to members about equity struggles and social justice activism happening in Ontario or on a national or international level;
- b. oversee, in conjunction with the Vice-President, the coordination and development of the Local's campaigns and involvement in coalition work;
- c. chair the membership development committee to develop a program that engages and outreaches to members;
- d. work with the Recording Secretary to ensure all co-sponsorship donations are mailed with a letter of solidarity to the organization/group/individual or union local;
- e. assist to organize and facilitate education programs for members and stewards in the area of equity; and
- f. assist the other Officers in carrying out their duties where required.

15. Duties of the Trustees

The Trustees shall:

- a. meet, examine the financial records and create a Trustee's report on a semi-annual basis;
- b. 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;
- c. make a written report of their findings to the first membership meeting following the completion of each audit.
- d. 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;
- e. be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;
- f. ensure that proper financial reports have been given to the membership;
- g. audit the record of attendance.
- h. 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, and report their findings to the membership;
- i. send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - o Completed Trustee Audit Program
 - o Completed Trustees' Report
 - o Secretary-Treasurer Report to the Trustees
 - o Recommendations made to the President and Secretary-Treasurer of the Local
 - o Secretary-Treasurer's response to the recommendations
 - o Concerns that have not been addressed by the Local Executive Committee.

ARTICLE VIII – STEWARDS’ COUNCIL

- j. The Stewards’ Council of the Local shall consist of the members of the Executive Committee and all ratified sub-unit stewards who are members in good standing.
- k. Stewards’ Council shall direct the activities of the Local between Conventions. It shall take such actions and render such decisions as may be necessary fully to carry out the decisions and instructions of Convention. Council shall enforce the Constitution and these Bylaws and the provisions of all agreements between Employers and the Local and shall coordinate Union-Local affairs.
- l. Quorum for the transaction of business at Council shall consist of twenty-five (25%) per cent of elected stewards, from sub-units in good standing as of twenty (20) calendar days prior to the Stewards’ Council meeting.
- m. Stewards’ Council shall meet, at a minimum, three times per year in September or October, December or January, and March or April, and otherwise as often as Council deems necessary. In the event that quorum cannot be reached for a meeting, the Executive Committee shall be delegated the authority of the Stewards’ Council and shall make decisions which will be presented for ratification at the next Council meeting.
- n. Stewards’ Council shall be responsible for providing advice to assist sub-units in the bargaining and administration of their Collective Agreements.
- o. Stewards’ Council may, by means of a motion passed by a 2/3 majority, order a vote among the members of a sub-unit for the purposes of recommending the removal of a sub-unit steward.
- p. Where a vacancy of a Steward occurs because a steward has resigned or ceased to be a member of the Local, the Executive Committee may appoint an interim replacement steward for a sub-unit until such time as Stewards’ Council holds a meeting to ratify the new steward. The new steward, as an interim appointment, will hold full voting rights and count towards Council quorum. Where the sub-unit has not held an election in accordance with article IX.5 of the by-laws, the Executive Committee shall make an appointment in consultation with the members of the sub-unit.
- q. Stewards’ Council may, by means of a motion passed by a 2/3 majority, call a Special Convention for the purpose of considering the removal of an Officer, except a Trustee.
- r. All members of the Executive Committee shall report in writing on their activities to Council at each meeting of Council.
- s. Where a vacancy occurs in the Executive Committee, a notice of the vacancy and a call for nominations will be sent to all members of the Local via email. Members in good standing may self-nominate in writing to the Recording Secretary or designate no later than 10 days from the notice of the call of nominations. The Executive Committee shall appoint one nominated member to the position, subject to the ratification of Stewards’ Council. Notwithstanding the above the Vice-President shall always assume the position of President in the event of a vacancy in the Presidency.
- t. Each steward shall report on the activities of their sub-unit to Council at each meeting

of Council.

- u. Stewards' Council shall have the right, by a 2/3 majority vote of Council, to suspend any of the rights under Article 9 of any sub-unit.
- v. Council shall exercise its right under this article only for the following reasons:
 - i. Council has reason to believe that the sub-unit or sub-unit steward or a member of the sub-unit involved is engaged in a course of action which would violate the constitution, these Bylaws, or the Standing Policy on Organizing.
 - ii. Council has reason to believe that the sub-unit involved intends to agree to, or has agreed to, provisions in their Collective Agreement which violate the Standing Policy on Organizing, or which would, without approval of the Executive Board, cause the Local unreasonable expense.
 - iii. Council has reason to believe that the sub-unit or sub-unit steward involved is engaged in a course of action which would violate the rights of any member of the Local under the Constitution, these Bylaws, or any Standing Policy of the Local.
- w. Where Council passes a motion under this Article, such motion shall specify which rights are being removed under which Articles; shall specify the duration of the suspension, such suspension not to exceed six (6) months; shall appoint a member of Council to serve as sub-unit steward for the duration of the suspension; and shall clearly state the standards the sub-unit must meet, or the tasks that must be performed, in order for the suspension to be removed.

ARTICLE IX – SUB-UNITs OF THE LOCAL

1. Definition

A sub-unit of the Local shall consist of all members of the Union in a bargaining unit for which the Local holds bargaining rights. For the purposes of collective bargaining and collective agreement administration, a sub-unit is an administrative unit of the Local. The members of any sub-unit shall make all decisions required in the furtherance of the above aims in the name of the Local, in conformity with, and subject to any limitations foreseen by, the Constitution, these by-laws, and must be conducted in consultation with the President.

2. Sub-unit Meetings

Any sub-unit of two or more members shall meet at least three times per year, or as often as directed by Stewards' Council.

3. Election of Sub-unit Stewards

Each sub-unit shall elect a steward once per year, in an election to take place between March 1 and May 30, unless:

- i. The sub-unit membership are articling students with a one-year work term which commences in September, in which case elections shall be held no later than September 30th, with a term extending to the ratification of new stewards at the Fall Steward's Council.

The sub-unit steward shall be a member of the sub-unit who is currently not on leave for more than three consecutive months. Where more than one member is nominated to serve as steward, election shall be by secret ballot. Where a sub-unit has only one member, they shall be the steward.

Sub-units of five (5) members or more may elect one additional steward, provided that they elect one lead steward, whose responsibilities are listed under IX.4. The additional steward may assist the sub-unit lead steward with those responsibilities, and/or take on other responsibilities, including recommendations to the Joint Health and Safety committee, communications, mobilization, bargaining and labour relations.

The term of office of sub-unit stewards shall be from Annual Convention to Annual Convention (one year).

Where the sub-unit cannot elect a steward, the matter shall be referred to Stewards' Council for a decision.

The 3900s collectively shall have the same number of stewards as it has sub-units.

4. Duties of Sub-unit Stewards

Stewards shall be required to take the CUPE National Intro to Stewarding course as organized by the Lead Stewards. Stewards who are not able to attend the training facilitated by the Local shall take the training online through CUPE National no later than 6 months after they are elected.

The sub-unit steward shall be the lead administrator of the sub-unit, and of

the collective agreement between the Local and the employer of the members of the sub-unit. They shall ensure that the Collective Agreement is adhered to in concert with and utilizing the resources of Staff Representatives; shall ensure that sub-unit meetings are called and proper notice given; shall ensure that minutes of the sub-unit meetings are kept, approved, and forwarded promptly to the Recording Secretary; shall serve as Chair of the bargaining committee; and shall keep complete files of the minutes of our Local's Stewards' Council and Convention for their sub-unit. The sub-unit steward shall operate at the direction of the members of the sub-unit, subject to the Constitution, these Bylaws, and proper direction of either the Stewards' Council or the Executive Board. The sub-local steward shall represent fairly all members of their sub-unit.

If a Staff Representative is unavailable or it is agreed to otherwise in keeping with the CUPW-CUPE 1281 Collective Agreement, the Sub-unit Steward shall normally be the Chief Spokesperson for the Local in collective bargaining, however, this role may also be taken up by or delegated to other members or representatives of the Local (staff, Executives, or designates) based upon the direction set by the membership of the sub-unit or sub-unit bargaining committee members.

5. Resignation

Where a sub-unit steward resigns, they shall ensure that a successor is appointed, subject to the approval of the sub-unit's members, or shall arrange for elections to take place to elect a successor before their resignation. The outgoing steward must communicate a written notification of their removal/resignation to the Executive Committee and inform the Local of the successor steward prior to vacating the position of steward. At the time of their departure from the position, they must arrange to turn over all property including notes and files to the elected Steward or to the Local's office.

6. Bargaining

a. Composition of the Bargaining Committee

- i. The membership of each sub-unit must elect a member or members to the bargaining committee no later than two months prior to the expiry of the sub-unit's collective agreement.
- ii. Each sub-unit bargaining committee must contain a minimum of either an Executive Officer appointed by the Executive Committee, or staff, or an alternate representative appointed by the Executive Committee. This representative must be designated no later than two months prior to the expiry of the sub-unit's collective agreement.
- iii. Failing to have representation of either an Executive Officer or a member appointed by the Executive Committee, the sub-unit's bargaining committee will not be valid and the new Collective Agreement will not be authorized by the Local or filed with the Ministry.
- iv. A Staff Representative from the Local or a CUPE National Representative may also be designated to assist the bargaining committee.
- v. The bargaining committee must appoint a chair. The chair shall

be the principal (but not sole) negotiator during meetings with the employer, chair internal meetings of the committee, encourage and foster collective decision-making within the committee, do research for bargaining proposals and rationales in-between meetings with the employer, and prepare written proposals for meetings with the employer when the need arises. The chair must provide regular updates to the Local's Executive Committee.

b. Bargaining demands, research and proposals

- i. The bargaining committee must consult with the membership to identify demands, needs and priorities for the purpose of researching and developing proposals. The sub-unit's membership shall decide how members are consulted (survey, membership meeting, etc.).
- ii. This consultation shall be completed no later than three months prior to the expiry of the sub-unit's collective agreement.
- iii. The members of the bargaining committee of the sub-unit shall meet with staff members of the Local to discuss bargaining demands.
- iv. If a Staff Representative is unavailable or it is agreed to otherwise in keeping with the CUPW-CUPE 1281 Collective Agreement, a CUPE National staff rep, an Executive Officer, or a designate of the Executive, will meet with members of the bargaining committee to discuss bargaining demands.
- v. The bargaining committee shall perform research and draft proposals.

c. Bargaining process

- i. The sub-unit's bargaining committee shall proceed to negotiate the renewal of the Local's Collective Agreement in accordance with the Standing Policy on Bargaining (see Appendix A).

d. Strike

- i. The bargaining committee shall be empowered to call strike votes after consultation with the President, and after any vote is held, the Executive Committee will be notified.
- ii. Strike votes must be held by secret ballot by paper or electronically. The bargaining committee shall allow sufficient time for the members of the sub-unit to vote.
- iii. The bargaining shall determine if a membership meeting will be held prior to the strike vote.
- iv. Where a positive strike vote has been obtained, the bargaining committee shall conduct a strike in consultation with the Executive Committee.

e. Ratification

- i. The bargaining committee shall be empowered to call ratification votes after consultation with the President, and after any vote is held, the Executive Committee will be notified.
- ii. Ratification votes must be held by secret ballot by paper or electronically. The bargaining committee shall allow sufficient time for the members of the sub-unit to vote.
- iii. A membership meeting must be held prior to the start of

the ratification vote.

7. Election of Convention Delegates

Sub-units shall elect their delegates to Convention at the same time as the election of the Steward is conducted. At the request of any member of the sub-unit, such election shall be by secret ballot. Where any question arises as to the number of delegates to which a sub-unit is entitled, the sub-unit steward shall consult with the Secretary-Treasurer.

8. Additional Rules and Procedures

For the purposes of sub-unit administration, sub-units may set their own rules and procedures to supplement the Constitution and Bylaws. Any such rules and procedures shall be in writing, and shall be submitted to Stewards' Council for approval, subject to ratification by Convention.

ARTICLE X – COMMITTEES AND SUB-COMMITTEES

- a. During the Annual Convention three (3) committees of the Local, a governance committee, an organizing committee, and a membership development committee will be struck for a one-year term.
 - i. Up to five (5) members, and no fewer than three (3) members, in good standing will be elected to sit on each committee. No member shall be elected to more than one committee. Members of the Executive are entitled to participate in the work of the committee and attend all meetings, however they do not constitute as representatives for the purpose of counting quorum.
 - ii. Committees shall meet in person at least twice a year and are permitted to use conference calls and email to undertake work.
 - iii. The Governance Committee will be chaired by the Vice-President and will be responsible to review, discuss the by-laws, standing policies, policies of CUPE, and new legislation that impacts the Local or unions in general. The Committee shall make recommendations for amendments or additions to the by-laws and policies of the Local. This Committee shall also undertake education work to inform members about any changes in legislation that impact the work of their sector, public services, labour relations, equity or unions.
 - iv. The Membership Development Committee will be chaired by the Equity Officer and we will be responsible to discuss, recommend, develop and establish ways to engage members, communicate with and inform members about their union rights, and establish campaigns in the workplace that address equity issues and seek to minimize harassment and bullying in the workplace.
 - v. The Organizing Committee will be chaired by the President and, as per the CUPE 1281 Standing Policy on Organizing, will be responsible for deciding either in concurrence with or against any organizing drives recommended to it by the Executive to be conducted by the local. The Organizing Committee will keep all information on organizing drives confidential.
 - vi. The work of all Committees will be reported regularly to the Executive Committee and Stewards' Council. The Executive Committee must approve any recommendation that may incur a financial expense.

- vii. The Local will pay for any travel costs to ensure attendance of elected Committee members at Committee meetings. Members should access union leave provisions from their workplace to ensure there is no loss in pay.
- b. During the Annual Convention a Retirees Council will also be struck for a one-year term.
 - a. The Local shall have one (1) Retiree Chair who will be elected at Convention.
 - b. The Retiree Council will be chaired by the Retiree Chair and will be responsible for mobilizing retiring and retired members, enhancing institutional memory, engaging in activism and ensuring the participation of retired members for the benefit of the Local.
 - c. The Retiree Chair shall:
 - i. Convene regular meetings of the local's Retirees Council three (3) times a year;
 - ii. Assist the Local to build an ongoing contact list of retiring and retired members;
 - iii. Report to Steward's Council and the Executive Committee on a regular basis; and
 - iv. Attend CUPE Ontario conventions (as set out in the CUPE Ontario Constitution) as part of the Local's delegation with voice but no vote.
- c. Convention and/or Stewards' Council may strike sub-committees as are considered appropriate for the needs and purposes of the Local.
- d. At the time any sub-committee is struck, the body striking the sub-committee shall determine the mandate, the membership, and the duration of activity of the subcommittee. Restrictions in X.a.i on members sitting on more than one committee shall not apply to sub-committees.
- e. Unless otherwise set out at the time a sub-committee is struck, the sub-committee shall make its report and recommendations to the body, which strikes it.
- f. All sub-committees of the Local shall be responsible for electing their own chairs and maintaining adequate records of their deliberations. Such records shall be kept on file at the Local office.

ARTICLE XI – STRIKES

- a. Prior to the notice for any Strike vote being given to any members of the bargaining unit the sub-unit steward shall notify the President or in their absence, the Vice President.
- b. Where a sub-unit bargaining committee decides to conduct a strike vote, the sub-unit steward shall give notice for and conduct a meeting for the purpose, or shall conduct a mail ballot. All balloting shall be conducted so that the identities of voters may not be ascertained. Notice for any strike vote meeting shall include a statement from the Bargaining Committee and the President of the Local explaining the reasons for the recommendation for a strike vote.
- c. The conduct of any strike vote shall conform to all relevant legislation.
- d. Where the decision to commence strike action has duly been made in accordance with the manner herein prescribed, and so ordered, every member shall endeavour to support the strike.
- e. Every member shall conform to the Local's Standing Policy on Strikes, and with any such relevant policy of the Union.
- f. Every member shall comply with the directions and/or instructions issued by the Executive Board or Stewards' Council during the period of the strike.
- g. Every member shall at all times act in accordance with the law, and shall perform no illegal act in person or in concert during the period of the strike.

ARTICLE XII – ARBITRATION/STRIKE FUND

- a. There will be an Arbitration/Strike Fund of \$80,000. The purpose of the Fund is to provide financial resources for arbitration/strike pay for members of CUPE 1281.
- b. The cost of arbitration/strike pay should be first charged against the current operating account to the maximum budgeted amount.
- c. The Secretary-Treasurer will invest Fund resources in a short-term cashable investment. Interest earned shall be retained within the Fund. At the end of the fiscal year, any unused funds in the arbitration and/or collective bargaining budget, up to a maximum of \$1,500, will be transferred annually from the operating account to the investment account to build in the Arbitration/Strike Fund for the next fiscal year. The Arbitration/Strike Fund will be invested in to until a maximum of \$120,000 is reached in the fund, after which time any unused amount in the budget will be allocated towards a Special Projects Fund to be used at the discretion of the Stewards' Council for the purposes of betterment to the Local.

ARTICLE XII – CHARGES

For the purposes of Art.B.6 of the Constitution, every member of the Local is guilty of an offence against the Constitution who violates any provision of these Bylaws.

ARTICLE XIV- RULES OF ORDER

All meetings of the Local and its constituent bodies or committees shall be conducted in accordance with Bourinot's Rules of Order.

ARTICLE XV - STANDING POLICIES

The Standing Policies of the Local are attached as Appendices. Stewards' Council may amend existing Standing Policies, or add new Standing Policies, subject to ratification at the next Annual Convention. Failure to submit such amendments or additions to Convention shall render them null and void.

ARTICLE XVI - AMENDMENT OF THESE BYLAWS

- a. These bylaws may not be amended except by a two-thirds (2/3) majority vote of a Convention, following written notice. To be considered at Convention, proposed by-law amendment must be submitted to the Executive Committee at least 60 days prior to the date of Convention. The Executive Committee shall send all proposed by-law amendments to Convention delegates at least 30 days prior to the date of Convention.
- b. No such amendment shall take effect until such time as written approval is received from the National President of the Union.

APPENDIX A

Standing Policies CUPE/SCFP Local 1281

Standing Policy on: Organizing

1. No new organizing drive shall begin until approved by a 2/3 majority of the Executive Committee.
2. No application for certification may be delivered to the relevant Labour Board until such time as the organizing drive is approved by the majority of Stewards' Council or the majority of the organizing committee of Stewards' Council.
3. The Organizing Committee's primary responsibility is to decide either in concurrence with or against any organizing drives recommended to it by the Executive to be conducted by the Local. The Organizing Committee will be guided by its decisions by the following criteria:
 - a. The ability of the Local to service new members and ensure the duty of fair representation can be met, including:
 - i. The capacity of the staff of the local;
 - ii. The local of the workplace and accessibility for servicing;
 - iii. The timing of the organizing drive with regards to the capacity of the local
 - b. The number of workers in the workplace: no organizing drive will be approved that will result in a bargaining unit of only one member. Preference will be given to organizing workplaces with three (3) or more employees.
 - c. The financial viability of the workplace and the likelihood that the employer will exist in the long term.
 - d. The decision-making and managerial structure of the employer, and where it presents considerable barriers to an organizing drive.

In addition to its primary responsibility, upon request from the Chair, the Organizing Committee may assist with developing a smart growth strategy for the local, researching potential organizing drives and advising on planning organizing drives.

4. In conducting the organizing campaigns of the Local, the President and Vice-President shall ensure that the Local is capable of servicing and assisting the new sub-unit until such time as a first collective agreement is achieved.
5. Approval of an organizing drive entails also a profound commitment to protect the individuals involved from retaliation. Where any member is disciplined for participating in an organizing drive, the Local will use all means at its disposal to ensure that the discipline is overturned.
In such a case, the decision to file a complaint under the Act is not so much a choice as

a responsibility.

6. In negotiating first Collective Agreements, the Executive Committee shall appoint at least one Executive Officer to the negotiating committee of the new sub-unit. The Executive Committee will take a leadership role in bargaining the first collective agreement; however, this leadership shall retain as a paramount principle that the wishes of the membership of the sub-unit shall prevail, unless to adhere to them would violate Local Bylaws or Policy, or allow an untenable situation to arise. Sub-unit autonomy as per Article 9 is not in place until a first collective agreement is obtained, and members begin to pay dues.
7. Upon retaining bargaining rights for a new sub-unit, the Executive Committee will ensure that the new members of the Local are fully informed of all rights and responsibilities of Local membership.

Standing Policy on: Bargaining

1. Collective Agreements negotiated by sub-units of the Local are the property of the Local, not the sub-unit. No sub-unit will sign a collective agreement which limits the normal powers of, or fails to recognize the right of, officials of the Union and the Local to file and investigate grievances, represent members, etc.
2. In bargaining renewals of Collective Agreements, sub-units shall enjoy full cooperation and assistance, subject to the resources available to the Local, of Stewards' Council.
3. Where notice or reply to the Union is required in the fulfillment of the requirements of any clause of this Collective Agreement, such notice shall be in writing to the sub-unit steward, with a copy to the President of the CUPE/SCFP Local 1281 at # 25 Wood St. Unit 102 Toronto, ON, M4Y 2P9.
4. A member of the Local's Executive Committee or an authorized, delegated agent of the Executive will sit on each sub-unit bargaining committee of the Local. Prior to bargaining beginning, the sub-unit steward shall endeavour to forward the sub-unit's proposals to the President before they are given to the Employer. Proposals will be discussed by the Executive Committee for feedback. It is recognized that the primary purpose of discussion of a sub-unit's proposals at the Executive Committee is to assist the sub-unit in the formulation of proposals, to ensure bargaining standards and to ensure that the sub-unit's proposals do not violate a policy or by-law of the Union.
5. The member authorized or delegated by the Executive Committee to sit on a sub-unit's bargaining committee will be paid a \$250 honorarium at the completion of negotiations (plus loss of salary, if any), provided they fulfil their duties. They shall be a signatory to the resultant collective agreement.
6. The CUPE National Representative assigned to the local shall be a non-voting member of the Bargaining Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.
7. Each Collective Agreement negotiated by a sub-unit of the Local shall define "the Union" as "the Canadian Union of Public Employees and its Local 1281".
8. Each Collective Agreement negotiated by a sub-unit of the Local shall contain a

closed-shop dues clause, unless, in exceptional circumstances, the sub-unit obtains approval for an agency shop from Stewards' Council.

9. Each collective agreement negotiated by a sub-unit of the Local shall contain the following clause, or a clause with the same meaning: Notice to the Union Where notice or reply to the Union is required in the fulfillment of the requirements of any clause of this Collective Agreement, such notice shall be in writing to the sub-unit steward, with a copy to the President of the CUPE/SCFP Local 1281 at # 25 Wood St. Unit 102 Toronto, ON, M4Y 2P9.

Any notice which does not meet this requirement shall be deemed to be null and void, unless, in exceptional circumstances, the sub-unit obtains approval from Stewards' Council. The "null and void" clause may be deleted if necessary to obtain agreement.

Standing Policy on: Grievances

1. Where an individual files a grievance, the grievance must be authorized by the Staff Representative or another official of the Local. The Local shall have carriage of the grievance. When filing a grievance, the Staff Representative shall send a copy to the President and Lead Stewards.
2. The Staff Representative shall normally represent members who file individual grievances.
3. Where the Staff is in conflict of interest, or unable fairly to represent a member, They shall discuss the matter with the President and Lead Stewards as soon as possible in order to ensure proper representation.
4. No decision as to the resolution and/or continued carriage of any grievance shall be made without consulting the griever and the sub-unit. For clarity, it is understood that the Staff Representative as the representative of the Executive Committee has the authority to make the final decision on the resolution of grievances in consultation with the President and Lead Stewards.
5. In the case of a Union or policy grievance the relevant sub-unit steward shall have the option to be present at any meeting held with the Employer to discuss the grievance.
6. In the case of an individual grievance, the griever has the option to be present at any meeting held with the Employer to discuss the grievance.
7. When-or where possible, before-filing a union or policy grievance, the Staff Representative will consult with the President and the Lead Stewards.
8. The decision to refer a grievance to arbitration is a decision of the Staff Representative as the representative of the Executive Committee. This decision will be made in consultation with the President.
9. When filing a grievance, the Staff Representative shall send a copy of the grievance to the President and Lead Stewards.
10. When the grievance reaches closure (i.e. is settled, is withdrawn, or has been decided by the arbitrator), the grievance file (or a copy of the complete file) shall be kept on file in the Local office in accordance with statutory limitations.

11. The Grievance Committee's primary function is to ensure that the Local's strategic direction is informed by current knowledge of member workplace conditions.
- a. The Grievance Committee shall consist of:
 - i. Co-Lead Stewards(Co-Chairs, voting)
 - ii. President (voting)
 - iii. Secretary-Treasurer (voting)
 - iv. Member-at-large (voting)
 - b. Members at large will be elected at convention.
 - c. The Grievance Committee will meet once a month and will be Co-Chaired by the Co-Lead Stewards.
 - d. The Full and Part Time Staff Reps will each send a brief written report detailing active Step One, Two and Three grievances, mediations and arbitrations to the Co-Chairs 10 days prior to the meeting date, which will be provided in the Agenda prepared by the Co-Chairs and circulated one week prior to the meeting date.
 - e. The Committee will receive reports of the results of any mediation or arbitration proceedings in the previous month.
 - f. The Grievance Committee will discuss grievances including referral to mediation/arbitration. It is understood that the staff reps will not be prevented from advancing grievances based on the schedule of the committee.
 - g. The Committee will discuss and recommend training and education for stewards and members on grievance procedures.
 - h. The Recording Secretary will provide minutes of the Grievance Committee meetings when circulating the Agenda for the Executive Committee meetings.
 - i. The Co-Lead Stewards will present actionable recommendations at Executive Committee meetings.

Standing Policy on: Donations

1. The Executive Committee shall be authorized to make donations to organizations and individuals, subject to the Objectives of the Union and Local, and the Local's Budget as approved by Convention.
2. All donations approved by the Executive Committee shall be reported to the membership on the Local's website or email list and to the next Stewards' Council.
3. The Executive Committee shall not make donations to employers of CUPE 1281 bargaining units but may provide financial assistance to particular campaigns and initiatives of those organisations. Further Standing Policies Strike Fund Strike Policy Expenses Education Gender Parity/Affirmative Action Harassment.

Standing Policy on: Disbursing Funds for Member Education

Purpose: To provide guidance on disbursing funds for member education.

Principles: The Union shall attempt to ensure that educational resources are disbursed among the widest layer of CUPE 1281 stewards and members.

Responsibilities of the Executive Committee

The CUPE 1281 Executive Committee is responsible for promoting and advertising Union courses, conferences and educationals to sub-unit Stewards. The CUPE 1281 Executive Committee is responsible for disbursing Union educational funds in the following priority:

1. Preference shall be given to CUPE sponsored courses, conferences and educationals;
2. Local CUPE council and labour council courses, conferences and educationals; and
3. OFL and CLC sponsored courses, conferences and educationals.
4. Other educationals upon approval by the Executive Committee.

Responsibilities of Stewards' Council

Individual members of the Stewards' Council are responsible for ensuring that information about Union courses, conferences and educationals are distributed to their sub-unit membership.

Policy - Procedures: For the purposes of disbursing educational, course, and conference funds, preference shall be allocated in the following order of priority:

- 1) Stewards who have not attended an educational or course in the previous 12 months. If more than one steward applies then funding will be allocated to an applicant from an equity seeking group,
- 2) Any member that is a member of an equity seeking group, and has not attended an educational or course in the previous 12 months,
- 3) Any steward,
- 4) Any member who is a member from an equity seeking group,
- 5) Any member in good standing.

Responsibilities of Members

Individual CUPE 1281 members interested in participating in a course, conference or educational event must send an application to be received by the CUPE 1281 Executive Board at least three weeks before the event.

The application must include a budget and be approved by the Executive Committee. After Executive Committee approval, the member may enroll in the course, conference or educational. Names of members who attend courses, conferences or educationals will be

placed on a list and shall make themselves available to assist sub-units and the Executive Committee as needed.

Members who have attended courses, conferences and educationals must submit a brief report (250- 500 words) outlining the materials covered or actions taken at the course, conference or educational workshop. The report should also outline areas where the member would be able to share skills or materials with others in the local. Failure to submit a report will mean that the member will be placed at the bottom of the priority list for future courses, conferences and educationals. Such reports will be collected and held by the Vice President.

Standing Policy on: Conference and Committee Delegate Vacancies

Purpose: To provide guidance on filling vacancies for conventions, conferences, labour/district councils, and 1281 committees.

Principles: The Union shall attempt to ensure that opportunities to participate in conventions, conferences, labour/district councils, and 1281 committees, are available among the widest layer of CUPE 1281 stewards and members.

Policy:

Policy- Procedures: For the purposes of filling vacancies that arise between annual conventions, the process shall occur in the following manner:

1. The Executive of the Union will send a call-out to the general membership asking for volunteers to fill the vacancy. Volunteers will be asked to submit their reason(s) for wanting to fill the vacancy, and whether they have participated as a delegate, representative, or committee member before. The statement should demonstrate the member's interest in the labour movement. The timeline for receiving these responses shall be ten (10) calendar days.
2. In choosing members to fill vacancies, the Executive shall consider the member's stated reasons for seeking to fill the vacancy and shall give preference to members of equity-seeking groups.
3. In the event that there is no response to the call-out, or that a vacancy needs to be filled in a timely manner where the regular timeline cannot be followed, the Executive has the discretion to appoint a member who has expressed an interest to fill the vacancy.

Standing Policy on: Reimbursements for union participation

Purpose:

To ensure that participation in member education, conventions, conferences, labour/district councils, and 1281 committees is not limited by a member's ability or inability to pay incidental expenses.

Principles: To ensure that the only cost borne by members is allocation of time.

Policy:

1. CUPE 1281 members duly appointed to participate in a Union educational shall be reimbursed for the following expenses:

- a. The full cost of the course or educational;
- b. The lowest-cost reasonable accommodation for courses or educationals that take place outside of the member's normal place of residence;
- c. The lowest-cost reasonable means of travel;
- d. \$50.00 per diem;
- e. Child care and other accessibility-related expenses;
- f. Wages lost from their employment with a CUPE 1281 employer, including travel time if not otherwise accommodated. An invoice from the employer is requested.

2. CUPE 1281 members duly appointed to participate in conventions or conferences shall be reimbursed for the following expenses:

- a. The full cost of the convention or conference;
- b. The lowest-cost reasonable accommodation for conventions or conferences that take place outside of the member's normal place of residence;
- c. The lowest-cost reasonable means of travel;
- d. \$50.00 per diem;
- e. Child care and other accessibility-related expenses;
- f. Wages lost from their employment with a CUPE 1281 employer, including travel time if not otherwise accommodated. An invoice from the employer is requested.

3. CUPE 1281 members duly appointed to participate in labour/district councils and 1281 committees shall be reimbursed for child care and other accessibility-related expenses, subject to approval by the Executive Committee.

4. For all Executive Committee meetings, Executive Committee members shall be reimbursed for the following:

- a. \$15 meal allowance;
- b. \$5 travel expense for those Executive Committee members whose normal

residence is the city in which the Executive Committee meeting is taking place;

- c. Lowest cost reasonable travel for those Executive Committee members who travel from out of town for Executive Committee meetings; and
- d. Child care expenses and other accessibility related expenses

5. Where there is a dispute over the lowest-cost for expenses to be reimbursed, the Executive Committee may, by majority vote, reimburse an amount equal to the value of a verifiable lower-cost alternative.

Standing Policy on: Solidarity Requests

Purpose:

To guide members of CUPE 1281 executive to make informed, responsive, and fiscally responsible decisions regarding the limits of any request for financial donations.

Principles:

To ensure that all solidarity financial disbursements are made in an accessible, transparent and fiscally responsible manner and to ensure that as wide an array of solidarity request as possible can be accommodated.

Policy – Responsibilities of Executive Committee

The CUPE 1281 Executive Committee must inform all applicants for solidarity request of its financial limitations.

Policy – General Procedures

Each solidarity request must be made in writing to the CUPE 1281 Executive Committee, Stewards' Council or Convention.

Policy – Executive Committee Procedures

Between Stewards' Council and Conventions, each solidarity request must be made in writing to the CUPE 1281 Executive Committee and be considered at an executive meeting. Each request will have a maximum contribution of \$300.

Solidarity requests above \$300.00, but not more than \$500.00 must be unanimously approved by CUPE 1281 executive, and will be noted as exceptional cases for contribution. Such exceptional contributions may not be made more than once every quarter.

Policy – Stewards' Council Procedures

Requests for financial contributions over \$500.00 must be referred to Stewards' Council and granted only upon condition of a two-third's vote in favour of the contribution. Failure to achieve 2/3 support for such a contribution does not preclude consideration of the solidarity request at an amount lower than \$500, in which case the request shall be considered in the manner described above.

Standing Policy on: Conflict of Interest in Membership

Preamble

CUPE 1281 recognises that many of our sub-units are activist in nature and that many 1281 members are committed to social justice activism outside of their own workplaces. Some 1281 members may choose to be active within organisations whose employees are unionised with CUPE 1281. CUPE 1281 wants to encourage its members to be active within their communities, but has created the following policy in order to establish a clear protocol with regard to the possibility of a CUPE 1281 member being placed in the role of an employer in one of the CUPE 1281 workplaces. If you are involved with a 1281 Employer organisation in a capacity that would place you in an employer position then you cannot act as an agent for the Union in an official capacity (Officer, Trustee or Steward). As a regular 1281 member you can sit on boards of directors of sub-unit employers as long as you are not acting as the Employer's representative as set out in the Collective Agreement nor acting in any capacity as an agent of the Employer with regard to employment issues.

1. A conflict of interest between the Employer and the Union is deemed to exist where a current member of the local is or becomes a member of an Employer group for any of CUPE 1281's sub-units, while holding a position on the Executive Committee or Stewards' Council of CUPE 1281.
2. It is the responsibility of the member to identify a potential conflict of interest to the President of the local in writing within no more than fifteen (15) business days.
3. If the President of the local or any other member believes another member of the local has been elected to, hired or selected to be a member of any Employer group of a 1281 sub-unit and thereby has a conflict of interest in being both the Union and the Employer, the President of the local or any other member must identify the conflict of interest to the Stewards' Council.
4. When a conflict of interest has been disclosed or found, the President of the local must notify all members of the Stewards' Council prior to the next council meeting.
5. Following a disclosure or finding of conflict of interest, the member in question must resign from any position they hold on the Executive, Stewards' Council, or any committee of the local, should the member fail to do so on their own accord then the member in a conflict of interest shall be removed from their position. If the member was shop steward for the sub-unit a member of the Executive will be appointed to act as shop steward when the member is removed from the position.
6. The member shall also be removed from all e-mail list including but not limited to, the stewards list, the executive list and the members list. This shall occur until such time that the member is no longer operating in any capacity as a member of an Employer group to a sub-unit of 1281.

Standing Policy on: Confidentiality and Protection of Member's Personal Information

Preamble: In the course of member servicing and operations, CUPE Local 1281 collects personal information, which may include a member's name, place of work, home address, personal email address, telephone number, and years of consecutive employment.

Further, when engaging in workplace conflict resolution processes and member defence, up to and including the grievance process, members of our staff, our Executive Committee, and the Member-At-Large who sits on the Grievance Committee will also be privy to information about individual members' personal circumstances.

Purpose: To ensure that our union spaces are protected by a robust and clear commitment to the individual dignity of all of our members, including their right to privacy and confidentiality.

Policy: We will inform members of how and why their personal information is collected, obtain their consent where required, be diligent in preventing inappropriate access to records containing personal information, and only handle their personal information in a manner that a reasonable person would consider appropriate in the circumstances.

Policy: All sub-unit stewards, Grievance Committee members, Executive Committee members, and staff will be asked to review this policy annually to confirm that they understand it and will be guided by it.

Policy: When using members' personal email addresses in group communications, the sender will send the email to themselves, copy all relevant officers and staff, and use the BCC function to shield members' personal information from one another unless all members of the group request otherwise.

Policy: Recognizing that many of our members have experienced intensified discrimination when disclosing workplace harassment and bullying on code protected grounds, all Officers of the Local, including stewards, will be governed by the principle that any one member's personal information should not be shared with anyone else except in contexts where this is necessary to advance that member's interests. Executive Committee, Grievance Committee, and discussions with staff will respect the confidentiality and privacy of the Local's members

APPENDIX B

The Mary-Jo Nadeau BDS Award

The Mary-Jo Nadeau Boycott Divestments Sanction (BDS) Award is a monetary award for an organization fighting to end support for Israel's oppression of Palestinians and to pressure Israel to comply with international law. Anyone can nominate an organization for this award. The award will be valued up to five hundred dollars (\$500.00) and funds will be drawn from the Local's Solidarity budget line.

The selection committee will be made up of at least three, but no more than five CUPE 1281 members. CUPE 1281 staff members may also be on the committee if they wish with voice and vote.

The deadline for applications will be the first Friday of March. The selection committee will meet and select a winner to be announced at CUPE 1281's annual convention.

Selection criteria will take into consideration the following:

- Local to where CUPE 1281 members work/live
- Raises the voices of Palestinians in their struggle for self-determination