



Canadian Union of Public Employees Local 3260

BYLAWS

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PREAMBLE

This Union has been formed in order to improve the social and economic welfare of its' members without regard to sex, race, ethnic origin, ability, age, class, religion, language, sexual orientation, gender identity and also to promote efficiency in public employment and to manifest its' belief in the value of unity in the Canadian Union of Public Employees (hereafter referred to as CUPE).

The following By-Laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees, Local 3260.

SECTION 2 – OBJECTIVES

The objectives of the Locals are to:

- (a) secure adequate remuneration for work performed and generally advance the economic and social welfare of its' members and of all workers;
- (b) support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- (c) provide an opportunity for its' members to influence and shape their future through free democratic trade unionism; and
- (d) encourage the settlement by negotiation and mediation of all disputes between the members and their Employers.

SECTION 3 – MEMBERSHIP MEETINGS, REGULAR AND SPECIAL

- (a) Regular Membership meetings shall be held at least once every four (4) months during the school year and give at least seven (7) days' notice via email. The Vice-President (VP) may call additional meetings.
- (b) Special Membership meetings may be ordered by the Executive or requested in writing by no fewer than fifteen percent (15%) of the Membership. The President shall immediately call a Special Membership Meeting when so ordered or requested and shall see that all CUPE Local 3260 Members receive at least twenty-four (24) hours notice of the Special Membership Meeting and the

subject(s) to be discussed. Business transacted at the Special Membership Meeting shall only be that which is declared in the notice given for the specified Special Membership Meeting.

- (c) A quorum for the transaction of business at any Regular or Special Membership Meeting shall be fifteen percent (15%) of the Membership and two (2) members of the Executive.
- (d) The Annual General Meeting (AGM) shall coincide with the PEI Teachers' Federation PEITF Annual Business Day. The Executive will decide the location where suitable facilities are available.

Professional Development days and Joint Staff days could be held with one (1) meeting in the Central East/East Area and one (1) meeting in the Central West/West **Area**.

The Education Committee in conjunction with the Executive will decide the location of the Professional Development days.

- (e) No other professional development shall be scheduled the same day as the Annual General Meeting (AGM) where voting may take place.
- (f) All membership meetings will follow the following agenda.

The President will chair the meeting and follow this order of business:

1. Acknowledgment of Indigenous Territory
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 Committee 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

SECTION 4 – VOTING OF FUNDS

Except for ordinary expenses and bills as approved at membership meetings, no sum over five hundred (\$500) dollars shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE.

No monies over five hundred (\$500) dollars shall be released until a membership vote following a notice of motion made at a previous regular/**special** membership meeting.

Proceeds from the 50/50 draws held at any CUPE Local 3260 events will go to the CUPE Local 3260 bursaries.

SECTION 5 – OFFICERS OF THE LOCAL

The Officers of CUPE Local 3260 shall be the President, First Vice-President, Secretary-Treasurer, Recording Secretary, Past President, three (3) Trustees, Sergeant-at-Arms and six (6) Vice-Presidents (one of which will be the First Vice-President). All Officers shall be elected by the Membership at the Annual General Meeting (AGM), excluding Past President and Vice-Presidents. The Vice-Presidents shall be elected in their respective areas prior to the Annual General Meeting (AGM). The First Vice-President will be elected at the first Executive Meeting following the Annual General Meeting (AGM).

SECTION 6 – EXECUTIVE

(a) Composition

The Executive shall be composed of the President, First Vice-President, Secretary-Treasurer, Recording-Secretary, Past President (ex-officio) and six (6) Vice-Presidents (one of which will be the First Vice-President).

(b) Meetings

The Executive shall meet at least every six (6) weeks; minimum eight (8) times per year. The Executive may schedule additional meetings as is necessary to properly carry out the affairs of the Local. One general summary of the meeting shall be sent to the membership following each Executive meeting.

(c) Quorum

A simple majority of the Executive constitutes a quorum.

(d) Duties

The Executive and Committee members will endeavor to:

- work to the best of their ability as a team player and as effectively as possible;
- arrange for representation of CUPE Local 3260 at any appropriate and available educational seminar or conference, and submit recommendations accordingly to the Executive;
- refer to and follow guidelines and policies set out in the following areas: Gifts and Donations Policy, Technology Policy, and the Education Policy;
- revise and update policies yearly as needed. Changes to policies will be shared each year at the Annual General Meeting (AGM) (Appendix “B”, “C”, “D”, and “E”).

(e) Charges

Any charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

(f) Vacancy

- i. If a vacancy of less than three (3) months occurs during a term of office, the Executive shall appoint a replacement from within the Executive on a temporary basis at their next regular meeting;
- ii. if a vacancy of more than three (3) months occurs during a term of office, the Membership shall elect a replacement at a By-Election. In a situation where elections are held and no one stands as a candidate to a position, CUPE Local 3260 shall try again and re-open nominations; and
- iii. should any Executive Member fail to answer the roll-call for three (3) consecutive Regular Executive meetings or three (3) consecutive Membership meetings without having just cause, their office shall be declared vacant and filled at the next meeting.

(g) Following the Annual General Meeting (AGM), the Executive will determine which schools in the Public Schools Branch (PSB) and La Commission scolaire de langue **française** (CSLF) each Vice-President (VP) will represent for the following school year.

(h) Once per year or as needed the four (4) Education Sector Locals will meet to coordinate work; the Executive will determine who will attend these meetings and provide reports and updates from their Local.

(i) There are three (3) Committees; the Calendar Committee, the Employee Assistance Program Committee (EAP) and the Pension Committee that are

initiated by the Employer and require a CUPE Education Sector Representative; who will represent CUPE Locals 1145, 1770, 1775 and 3260. Every three (3) years names will be submitted and voted at the CUPE Local 3260 Annual General Meeting (AGM). The successful name will be voted on by all four (4) CUPE Education Locals at a later date. Each Local will hold seven (7) voting credentials. The following are the duties and term of each committee;

- i. Calendar Committee –The school calendar list professional learning days, holidays, and other days when **students** may not have school. This school calendar is created by the Department of Education and Lifelong Learning in partnership with the Public Schools Branch (PSB), La Commission scolaire de langue française (CSLF), PEI Teachers' Federation (PEITF), Canadian Union of Public Employees (CUPE), and the PEI Home and School Federation. The mandate of this committee is to approve calendars for school years and to identify guiding principles. The CUPE representative on this committee will meet as required/requested by the joint advisory committee and report to each Local after each meeting to keep the Local updated and informed.
- ii. Employee Assistance Program (EAP) Committee – There shall be an Advisory Committee composed of representatives from: the Government of Prince Edward Island; the Regional Health Authorities; the Department of Education; the Union of Public Sector Employees (UPSE); the PEI Teachers' Federation (PEITF); the Canadian Union of Public Employees (CUPE); the PEI nursing Union (PEINU); the International Union of Operating Engineers (IUOE), as well as the Employee Assistance Program (EAP) Coordinator/staff as advisors. The mandate of this committee is outlined in the Employee Assistance Program (EAP) Handbook. The Representative will meet as required/requested by the Joint Advisory Committee, report to each Local after each meeting to keep the Locals updated and informed, be knowledgeable about the program and the referral procedure, encourage members to use the Employee Assistance Program EAP and maintain a strict level of confidentiality with all cases.
- iii. Pension Committee - Shall be composed of representatives from the Government of Prince Edward Island; the Union of Public Sector Health Employees (UPSE); The Canadian Union of Public Education and Health Employees (CUPE); The PEI Teachers' Federation (PEITF); as well as the Members of the Legislative Assembly (MLA) of Prince Edward Island.

SECTION 7 – DUTIES OF OFFICERS

All signing Officers of CUPE Local 3260 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(a) *The President shall:*

- enforce the CUPE Constitution and the CUPE Local 3260 Bylaws;
- preside at Special Membership meetings, Annual General meetings and Executive meetings and preserve order;
- inspect and record all property and assets of CUPE Local 3260 once a year;
- decide all points of order and procedure (subject always to appeal from the Membership);
- have a vote on all matters (except appeals against their rulings);
- in the case of a tie vote, the motion is lost or the Executive may refer it to a Membership Meeting;
- ensure that all Officers perform their assigned duties;
- fill committee vacancies where elections are not provided for;
- introduce new members and conduct them through the Initiation Ceremony;
- sit on the Labour Management Committee;
- have first preference as a delegate to the CUPE National Convention;
- have the option to attend any convention/conference to which the Executive decides to send delegate(s);
- sign cheques and ensure that CUPE Local 3260's funds are used only as authorized or directed by the CUPE Constitution, CUPE Local 3260 Bylaws or vote of the Membership; and
- on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.

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

- if the President is absent or incapacitated, perform all duties of the President; if the office of the President falls vacant, they shall be the Acting President until a new President is elected;
- render assistance to any member of the Executive as directed by the Executive; **and**
- on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.

(c) *The Recording Secretary shall:*

- keep full, accurate and impartial accounts of the proceedings of all Regular or Special Membership and Executive meetings and the

Annual General Meeting (AGM). These records must also include a copy of the full **Financial Report** and the written **Financial Report** presented by the Secretary-Treasurer. The record will also include Trustees reports.

- send approved minutes to the President, Secretary-Treasurer and Trustees after each Executive meeting;
- inspect and record all property and assets of the CUPE Local 3260 once a year;
- send membership approved Bylaws to CUPE PEI Administrative Assistant;
- answer correspondence and fulfill other secretarial duties as directed by the Executive;
- provide a report on correspondence to the Executive;
- file a copy of all letters sent out and keep on file all communications;
- have all records ready on reasonable notice for Auditors and/or Trustees;
- preside over Special Membership and Executive meetings in the absence of both the President and First Vice-President;
- be empowered, with the approval of membership, to employ necessary clerical assistance to be paid out of the CUPE Local 3260's funds;
- sign **all** cheques and ensure that CUPE Local 3260's funds are used only as authorized or directed by the CUPE Constitution, CUPE Local 3260 Bylaws or vote of the Membership; and
- on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.

(d) *The Secretary-Treasurer shall:*

- provide a financial report at each Executive Meeting;
- receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments and deposit promptly all monies into a bank or credit union;
- inspect and record all property and assets of the CUPE Local 3260 once a year;
- prepare all CUPE National Per Capita Tax Forms and remit payment no later than the 15th day of each month;
- record all financial transactions in a manner acceptable to the Executive and in accordance with Good Accounting Practices;
- make all books available for inspection by the Auditors and/or Trustees on reasonable notice and have the books audited annually;
- provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE National;

- maintain and organize all financial records including all documents, authorizations, invoices, and vouchers for all payments made;
- be removed from office immediately and a new replacement be elected, if the Secretary-Treasurer does not qualify to be bonded;
- respond in writing and within a reasonable time to any concerns or recommendations in the written report made by the Trustees as set out in Article B.3.12(a) of the CUPE Constitution.
- be present as the ex-officio at the first six (6) month audit for the Trustees;
- sign cheques and ensure that CUPE Local 3260's funds are used only as authorized or directed by the CUPE Constitution, CUPE Local 3260 Bylaws or vote of the Membership;
- designate a Signing Officer in consultation with the Executive, during prolonged absences;
- 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 CUPE Local 3260;
- make a written financial report to the Annual General Meeting (AGM), detailing all income and expenditures for the period; and
- maintain a log book of all motions by the Executive; and
- on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.

(e) *The Trustees shall:*

- act as an Auditing Committee on behalf of the Members and audit the books and accounts for the fiscal year of the Secretary-Treasurer, the Recording Secretary and the Committees at least three (3) times per year;
- report their findings in writing to the Annual General Meeting (AGM) following the completion of the audit;
- use audit forms supplied by the CUPE National Office and send a copy of each yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution. A copy must be sent to the National Servicing Representative;
- ensure that monies are not paid out without proper CUPE Constitution or Membership authorization;
- ensure that proper financial reports are made to the Membership;
- audit the record of attendance;
- be responsible for Credentials at the Annual General Meeting (AGM) and any other meetings as requested by the Executive;

- ensure that the Secretary-Treasurer meets the requirements of Articles B.3.6 and B.3.7 of the CUPE Constitution; and
- make a written report of recommendations or concerns regarding how the Secretary-Treasurer keeps the financial records, funds and accounts of CUPE Local 3260. The report will be sent to the President and Secretary-Treasurer.

(f) *The Sergeant-at-Arms shall:*

- guard the inner door at Membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present;
and
- perform such other duties as may be assigned by the Executive from time-to-time.

(g) *Vice-Presidents shall:*

- hold Membership meetings at least every four (4) months per school year and give at least seven (7) days' notice via email;
- hold additional meetings when needed;
- attend Executive meetings regularly to report on their Membership meetings;
- keep member's contact information(personal emails and phone numbers)up to date;
- maintain an email group list for their area members;
- send out area updates to members when needed;
- voice the wishes and concerns of the area members to the Executive;
- represent the area members with the Employer;
- sit on the Labour Management Committee;
- attend Employer's Board of Directors and/or Trustees meetings in their respective area;
- keep a record of membership attendance for all meetings; and
- on termination of office surrender all books, records and other properties of CUPE Local 3260 to their successor.

(h) *Past-President (1-year term) (ex-officio Executive Member) shall:*

- support the incoming Executive;
- assist the new President in their duties;
- attend the Executive Meetings;
- have a voice, but does not vote at any Executive meeting;
- attend conferences or conventions if there is a vacant seat; and

- on termination of office surrender all books, records and other properties of CUPE Local 3260 to their successor.

SECTION 8 – NOMINATIONS, ELECTIONS & INSTALLATION OF OFFICERS

(a) Nominations:

- i. Nominations shall be received at the Annual General Meeting (AGM). To be eligible for nomination, a member must be in good standing.
- ii. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed themselves to be replaced at the meeting with their consent in writing, duly witnessed by another member.
- iii. Nominees will have two minutes to speak to membership.

(b) Elections:

- i. The Executive shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- ii. The Returning Officer shall be selected from an elections committee. They shall be responsible for issuing, collecting and counting ballots. They must be fair, impartial and see that all arrangements are unquestionably democratic.
- iii. The voting shall take place at the Annual General Meeting (AGM). The vote shall be by secret ballot.
- iv. Voting to fill one (1) office shall be conducted, completed and recounts dealt with, before balloting may begin to fill another office.
- v. A majority of votes cast shall be required before any candidate can be declared elected. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next Membership meeting.
- vi. When two (2) or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

- vii. Any member may request a recount of the votes for any election. A recount shall 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 laid down in Section 3 (c) of CUPE Local 3260 Bylaws.

(c) Installation:

- i. All duly elected officers shall be installed at the Area Meeting at which elections are held and shall continue in office for two (2) years. Vice-Presidents for Public Schools Branch (PSB) Areas West, Central East Urban and La Commission scolaire de langue **française** (CSLF) shall be elected in odd numbered years. Vice-Presidents for Public Schools Branch (PSB) Areas Central West, Central East Rural and East shall be elected in even numbered years.
- ii. The term of office for Trustees shall be as laid down in Article B.2.4 of the CUPE Constitution.

(d) By-Election:

- i. Should an office fall vacant pursuant to Section 6(f) of the CUPE Local 3260 Bylaws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.

SECTION 9 – OUT OF POCKET EXPENSES

- (a) Any expenses incurred as a result of Union Business shall be reimbursed after bills have been submitted and passed for payment at an Executive meeting.
 - i) A separate claim form must be submitted for each meeting/event.
 - ii) Claim forms are to be submitted no later than six (6) weeks after each meeting/event.
- (b) No member elected to the Executive or any Committee shall be paid wages at an hourly rate as part of their duties.
- (c) CUPE Local 3260 shall adopt a half-time book off for our President to conduct CUPE Local 3260 business and all expenses incurred be the responsibility of CUPE Local 3260.

(d) CUPE Local 3260 shall adopt one day per school week for one (1) Executive member as a CUPE Business Day and all expenses incurred be the responsibility of CUPE Local 3260.

(e) Members performing business on behalf of the membership, and conducted on PEI, shall be paid the following:

- i. meal allowance for breakfast (7am-10am) twenty dollars (\$20);
- ii. meal allowance for lunch (11am-1pm) twenty-five dollars; (\$25);
- iii. meal allowance for supper (4pm-6pm) thirty-five dollars (\$35);
- iv. child care – minimum wage, allowable above and beyond the normal hours of work until eleven (11pm) (with receipts); for any child under a member’s care and when care is not available by the member’s partner;
- v. child care - committee members conducting CUPE Local 3260 business overnight (11pm-6am) will be entitled to an overnight expense of fifty **dollars (\$50) when care is not available by the member’s partner;**
- vi. travel allowance based on CUPE National rates;
- vii. registration, if applicable;
- viii. wage replacement, - **every CUPE Local 3260 member attending an event on Union business is entitled to be paid at their regular rate of wages for their normal hours of work in their CUPE Local 3260 position;**
- ix. an internet/data reimbursement for committee members of fifteen dollars (\$15) per day for virtual meetings, up to a maximum of one hundred dollars (\$100) per month;
- x. **CUPE Local 3260 Executive monthly cellular bill to be paid up to one-hundred dollars (\$100) (with receipt); and**
- xi. all other applicable costs (with receipts).

(f) Members performing business on behalf of the membership, out of province, shall be paid the following:

- i. CUPE National rates: meal allowance, travel allowance, per diem;
- ii. childcare – minimum wage allowance above and beyond the normal hours of work until eleven (11pm) (with receipt) for any child under a member’s care and when care is not available by the member’s partner;
- iii. child care – committee members conducting CUPE Local 3260 business overnight (11pm-6am) will be entitled to an overnight expense of fifty (\$50);
- iv. registration, if applicable;
- v. wage replacement, - **every CUPE Local 3260 member attending an event on Union business is entitled to be paid at their regular rate of wages for their normal hours of work in their CUPE Local 3260**

position;

- vi. an internet/data reimbursement for committee members of fifteen dollars (\$15) per day for virtual meetings, up to a maximum of one hundred dollars (\$100) per month;
- vii. all other applicable costs (with receipts)

(g) The following Out of Pocket Expenses shall be paid to the following Officers for unreceipted expenses incurred in the year at the following rates at the Annual General Meeting (AGM) each year, after their term in office:

President	-One thousand dollars (\$1000) per annum;
Secretary-Treasurer	-Seven hundred and fifty dollars (\$750) per annum;
Recording-Secretary	-Seven hundred and fifty dollars (\$750)per annum;
*First Vice-President	-One hundred dollars (\$100) per annum;
Vice-Presidents	-Seven hundred and fifty dollars (\$750)per annum;
Past President	-Two hundred dollars (\$200) per annum; and
Trustee	-One hundred and fifty dollars (\$150) per annum.

*If the First Vice President steps into the duties of the President, two (2) or more times during their one (1) year term, they are paid an additional one hundred dollars (\$100).

(h) An officer serving less than 100% of their term shall be paid an Out of Pocket Expense as per the percentage of their term served.

(i) If there is a two (2) day CUPE School, attendees have the option to use one (1) return mileage paid out toward the cost of a hotel room. Attendees are responsible to pay the remaining cost of the hotel over and above their return mileage. A hotel receipt is required. If the CUPE Local 3260 school finishes the 1st day at 4 PM, the supper meal will be covered as per Section 9(d).

(j) Members doing an online CUPE education course would be eligible for the virtual allowance as Per Section 9 (e) ix.

SECTION 10 – FEES AND DUES

(a) Initiation/Readmission Fee

Each application for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation/readmission fee of two (\$2) dollars, which shall be in addition to monthly dues.

(b) Monthly Dues

- i. The Monthly Dues shall be one and eighty-five hundredths percent (1.85%) of the regular monthly wages;
- ii. Changes in the levels of the Monthly Dues shall be affected only by following the procedure for amendment of CUPE Local 3260 Bylaws (see Section 15), with an additional provision that the vote must be by secret ballot;
- iii. Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, CUPE Local 3260 Bylaws shall be deemed to have been automatically amended to conform to the new CUPE Constitution minimum; and
- iv. Special assessments shall be levied in accordance with Article B4.2 of the CUPE Constitution.

SECTION 11 – DELEGATES TO CONVENTIONS/CONFERENCES

- (a) Except for the President, all delegates to conventions and conferences shall be chosen by the Executive.
- (b) All members attending out-of-province conventions, conferences and/or meetings on behalf of the membership shall be paid a meal allowance, and registration (if applicable) with receipts and a travel allowance based on the rates of CUPE National and all other applicable costs with receipts shall be paid.
- (c) Childcare shall be paid based on the rates of CUPE Local 3260.
- (d) At the discretion of the Executive, a full delegation will be sent to conventions and conferences.
- (e) Delegates to conventions, conferences and Sector meetings shall be chosen on a rotational basis by the Executive. The rotational basis list shall be maintained by the Recording Secretary. A new Executive member will replace the previous Executive member at their current place on the list.
- (f) The Executive will consider sending a committee member to a conference or sector meeting if it directly pertains to their committee duties. This decision will be based on the financial status of the Local.

SECTION 12 – COMMITTEES

a) Standing Committees and Trust:

There shall be **six (6)** Standing Committees and one (1) Trust: Education Committee, Bylaws and Resolutions Committee, Health and Safety Committee, Making a Difference Award Committee, Election Committee, Grievance Committee and Group Insurance Trust.

All Members of the Standing Committees (except Making a Difference Award Committee, Election Committee, and Grievance Committee) shall consist of one (1) elected Area Member from each of the five (5) areas, plus an Executive Liaison. The Area Member will be elected at the Area Meeting prior to the Annual General Meeting (AGM). Representatives from the Public Schools Branch (PSB) Areas West and Central East and La Commission scolaire de langue française (CSLF) shall be elected in odd numbered years and representatives from the Public Schools Branch (PSB) Areas Central West and East shall be elected in even numbered years.

The term of office shall two (2) years.

The members of each Standing Committee shall elect the Chairperson and Recording Secretary of each Standing Committee.

In conjunction with the Executive, Committee Members shall meet and develop a mandate and policies.

i. *Education Committee:*

It shall be the duty of this Committee to:

- provide the Executive with a draft Agenda for approval;
- in conjunction with the Executive, decide the location of the Professional Development Days.
- plan and organize the events to be held during the Professional Development Days;
- assume their position as newly elected Committee Members after the Annual General Meeting (AGM); and
- the vacating Committee Members, to attend the first meeting following the Annual General Meeting (AGM).

ii. *Bylaws and Resolution Committee:*

This Committee shall consider all proposed amendments to CUPE Local 3260's Bylaws and shall submit its' report and recommendations to the Executive by the middle of February each year. This Committee shall also recommend any additional rules, as it deems necessary for the conduct of CUPE Local 3260. The Executive shall submit all proposed amendments to the Membership sixty (60) days prior to the Annual General Meeting (AGM).

iii. *Group Insurance Trust:*

This Trust shall consist of two (2) members for a five (5) year term who will act as Group Insurance Trustees in representing the interest of CUPE Local 3260 with respect to:

- life, disability, accidental death or dismemberment;
- medical health care;
- dental care;
- critical illness insurance;
- long term disability; and
- medical services of any kind.

The election for Group Insurance Trustee will take place at the Annual General Meeting (AGM), every five (5) years. There shall be one (1) member elected from the East and Central East Area, and one (1) member elected from the West and Central West Area **in alternate years**. Group Insurance Trustees are eligible for re-election at the end of their term. Group Insurance Trustee may resign as Trustee by giving thirty (30) days written notice to the Group Trust Chairperson.

Insurance Trustees are required to:

- be familiar with all aspects of the Group Insurance Trust through education and related conferences;
- attend Group Insurance Trust meetings;
- provide a written report to the CUPE Local 3260 Executive Liaison following each meeting;
- direct Members who have questions to the appropriate personnel;
- ensure that all questions and concerns received by the membership are addressed at the next Group Insurance Trust meeting. Any questions or concerns must be forwarded to the Insurance Trustees in writing in advance of each Group Insurance Trust meeting;
- not add new products to the benefits package if they result in an additional cost to the Membership. New benefits that result in additional costs will be part of the negotiation process; and

- provide an Annual Report on the status of the insurance plan at the Annual General Meeting (AGM);

CUPE Local 3260 Executive Liaison to the Group Insurance Trust:

- are appointed by the Executive following each Annual General Meeting (AGM);
- forward the Insurance Trustees' report to the Executive;
- forward the Insurance Trustees' report to the Members;
- forward the Insurance Trustees' report to the CUPE Local 3260's webpage;
- notify the CUPE Local 3260 Group Insurance Trustees of the dates of Executive meetings; and
- shall not attend the Group Insurance Trust meetings

iv. Health and Safety Committee:

The Health and Safety Committee's Mandate is:

- to promote health and safety by advocating for the prevention of hazards within the workplace.

The Health and Safety Committee's Objectives are:

- to ensure accessibility and inclusions on occupational health and safety matters;
- to recommend and promote health and safety training to members of CUPE Local 3260;
- to promote and raise awareness of health and safety within CUPE Local 3260;
- to provide tools and resources for health and safety to CUPE Local 3260; and
- to report and make recommendations to the CUPE Local 3260 Executive to help ensure a safe and healthy workplace for all members.

It shall be the duty of this Committee to:

- promote health and safety issues at the CUPE Local 3260 Annual General Meeting (AGM) by submitting an Annual Report;
- meet a minimum of two (2) times per year and report to Executive after each meeting;
- support Local, Provincial and National Health and Safety campaigns;
- encourage Members to attend health and safety workshops; and
- act as a resource to CUPE Local 3260 Members.

V. The Making a Difference Award

Elections will take place at the Annual General Meeting (AGM), every two (2) years. There shall be one (1) Member elected from the East and Central East Area during even numbered years, one (1) Member from West and Central West Area and one (1) Member from La Commission scolaire de langue française (CSLF) shall be elected during the odd numbered years.

The Making A Difference Committee mandate is:

- To acknowledge the outstanding contributions of a permanent CUPE Local 3260 Member.

The Making A Difference Committee Objectives are to ensure that:

- all nominees shall be in good standing of CUPE Local 3260;
- it's a member-to-member nomination criterion;
- all nomination letters are to be reviewed by the Committee;
- criteria for nominations include (but are not limited to);
 - caring attitude,
 - goes above and beyond for their student(s) and co-worker(s),
 - exceptional team player,
 - demonstrates outstanding service and dedication,
 - life-long professional learner,
 - enriches all students,
 - improves school morale,
 - challenges their students to reach their full potential, and
 - raises the image of CUPE Local 3260.
- the Committee will form a consensus based on the criteria set for this exemplary award;
- the Committee will keep the successful recipient in confidence until the award presentation;
- the successful recipient will receive a gift valued at two hundred dollars (\$200), thirty dollars (\$30) for flowers and a personally engraved award plaque along with their nomination letter. An engraved plaque is also presented to the recipient's school to be on display for one (1) year;
- the Committee will submit a write up and picture to a local newspaper and the CUPE Local 3260 webpage;

- the Committee will meet a minimum of four (4) times a year and report to the Executive after each meeting;
- to have an individual plaque and the school engraving for the nameplate and
- the Committee will submit an Annual Report for the CUPE Local 3260 Annual General Meeting (AGM).

vi. Grievance Committee:

The Grievance Committee shall consist of the President of CUPE Local 3260 and in most cases one **(1)** of the six (6) Vice-Presidents (VP).

The Committee shall:

- Oversee the handling of all local grievances;
- Receive copies of all grievances; and
- Prepare a report on the status of all grievances to be submitted to the Executive, the National Servicing Representative, and to the membership.

Grievances are owned by the Local and the grievance procedure is followed as per the collective agreement.

When a grievance is not settled in the initial steps provided for in the collective agreement, the Executive will decide whether the grievance should proceed to arbitration.

vii. Elections Committee:

The Executive, at least three (3) months prior to the Annual General Meeting (AGM), will appoint an Elections Committee consisting of one member from the West and Central West Area, East and Central East Area and French Area who are neither Officers nor candidates for office.

Their duties will consist of the following:

- collecting nominations for upcoming elections; and
- at the Annual General Meeting (AGM) will present the Returning Officer with the nominations.

The Elections Committee mandate is:

- maintain the integrity of the votes which is the role and purpose of the Returning Officer and scrutineers.

b) Special Committees:

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

i. *Negotiation Committee:*

This shall be a Special Ad Hoc Committee established at least six (6) months prior to the expiry of the CUPE Local 3260's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed. The function of the Negotiation Committee is to prepare Collective Bargaining Proposals and to negotiate a Collective Agreement. The Negotiation Committee shall consist of seven (7) members: The President; a representative from each area (all elected at a Regular Membership meeting), and a Youth Service Worker (elected among the Youth Service Workers) to represent all PEI.

The CUPE Representative(s) assigned to the Local shall be a non-voting member of the Negotiation Committee and shall be consulted at all stages from formulating proposals, through negotiations, and to contract ratification by the membership.

The Negotiation Committee shall request proposals from its' members to be submitted toward the bargaining process. All proposals received from the members shall be compiled by the Negotiation Committee to be shared with the members at the area meetings called for that purpose.

SECTION 13 – MEMBER IN GOOD STANDING

- (a) A member in good standing is a card-carrying member.
- (b) Only members in good standing shall be permitted to run for office.
- (c) Members who have an issue, concern or complaint they would like the CUPE Local 3260 Executive to deal with must submit their issue, concern or complaint in writing to their Area Vice President (VP). All submissions will be held in confidence and dealt with accordingly by elected Officers. The elected Officer who took the submission will respond to the member in a timely manner.

SECTION 14 – RULES OF ORDER

- (a) All meetings of CUPE Local 3260 shall 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 CUPE Local 3260 Bylaws as Appendix “A”. These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend the Bylaws.
- (b) In situations not covered by Appendix “A”, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot’s Rules of Order shall be consulted and applied.

SECTION 15 – AMENDMENT

- (a) CUPE Local 3260 Bylaws are always subordinate to the CUPE Constitution (including Appendix “B”) as it now exists or may be amended from time to time. In the event of any conflict between CUPE Local 3260 Bylaws and the CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- (b) CUPE Local 3260 Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at the Annual General Meeting (AGM) following a seven (7) days notice at a previous meeting or at least sixty (60) days written notice.
- (c) No change in CUPE Local 3260 Bylaws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

APPENDIX “A”

RULES OF ORDER

1. The President or, in their absence the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in their absence, a President pro-term shall be chosen by the Local.
2. No member, except the Chairperson of a Committee making a report or the mover of a resolution, shall speak more than five (5) minutes or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The President shall state every question forthcoming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask “Is the Local ready for the question?”. Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the Presiding Officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment or amendment to an amendment, which is a direct negative of the resolution, shall be in order.
6. On motion, the regular order of business may be suspended by a two-thirds (2/3) vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those which accept or adopt the report of a Committee, shall, if requested by the Presiding Officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.

10. When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the Presiding Officer, but, except to state that they rise to a point of order or on a question of privilege, they shall not proceed further until recognized by the Chair.
11. When two or more members rise to speak at the same time, the Presiding Officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, they shall cease speaking until the point is determined, if it is decided they are in order, they may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The Presiding Officer shall have the same rights as other members to vote on any question. In case of a tie, they may in addition give a casting vote, or if they choose, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except:
 - 1) to adjourn;
 - 2) to put the previous question;
 - 3) to lay on the table;
 - 4) to postpone for a definite time;
 - 5) to refer;
 - 6) to divide or amend

which motions shall have precedence in the order named. The first three (3) of these shall be decided without debate.

18. A motion for the previous question, when regular moved and seconded, shall be put in this form: "Shall the main question now be put?". If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.

APPENDIX “B”

CUPE Local 3260 Gifts and Donations Policy (revised **May 3rd, 2024**)

If a member of CUPE Local 3260 passes away flowers and a donation will be sent to a maximum of one hundred dollars (\$100). If flowers are not permitted the one hundred dollars (\$100) will go towards a donation.

When a member has suffered a loss in their immediate family or a presently assigned student a donation or flowers will be sent to a maximum of fifty dollars (\$50). Immediate family consists of spouse, child or parent.

If a retired member of CUPE Local 3260 passes away a donation will be made of fifty dollars (\$50) for a retired member.

There will be representation from the Executive of CUPE Local 3260 at the wake **or** funeral (expenses will be covered).

Donations

When a request is put forth excluding yearly events already approved (i.e., Special Olympics, Global Justice Fund) donations may be approved to the following groups:

- strikers – amount determined by the Executive depending upon financial status;
- relief funds – amount determined by the Executive depending on financial status;
- benefits/fundraising request – amount determined by the Executive depending upon financial status;
- Christmas donations – amount determined by the Executive depending upon financial status.

All monies collected through 50/50 activities shall be donated to the CUPE Local 3260 Bursaries.

APPENDIX “C”

CUPE Local 3260 Member Education Policy (revised **May 3rd, 2024**)

Members interested in taking CUPE National, Federation of Labour or Canadian Labour Congress (CLC) educational courses must submit their name to their Area Vice-President (VP) by the Local’s deadline. The Area Vice-President (VP) will then submit their name to the Executive for approval.

Members will be selected based on the following criteria:

- names submitted to the Area Vice-President (VP) before the deadline;
- past education attendance;
- committee/activism within the Local;
- dynamics of individual situations;
- maximum to attend an educational will be five (5) members. In addition, Executive members will be considered for an educational based on need; and
- pending Employer approval.

Area Vice-Presidents (VP) will contact members from their area who have been approved to go to the education. President will submit approved names from Vice-Presidents (VP) for approval from Human Resources (HR).

It is the responsibility of the members when approved, to attend the entire education.

In cases of school cancellations, by the Public Schools Branch (PSB) or La Commission scolaire de la langue française (CSLF), the educational will be cancelled.

In cases of delays by the Public Schools Branch (PSB) or La Commission scolaire de la langue française (CSLF), the educational will be delayed. Participants are expected to arrive when safe to do so.

If there are numerous applicants for a certain educational, CUPE Local 3260 will look at planning an additional educational for members in an effort to meet the needs of those who submitted application to attend.

Expenses Covered:

- substitute cost for time away from work as needed (if members can return to work or leave work to attend a school, based on the time of the educational, this is an expectation);

- mileage as per Section 9;
- meals as per Section 9;
- **if the CUPE Educational takes place off Prince Edward Island or is two (2) days or more on Prince Edward Island, a member may submit a hotel invoice.**
- virtual allowance as per Section 9; and
- registration fees (if applicable) will be paid by the Secretary-Treasurer when selected participants are registered.

APPENDIX “D”

CUPE LOCAL 3260 Technology Policy (revised May 5th, 2023)

Data Protection and Security

- all users must submit their email, Apple ID and password. The President, Recording Secretary or Secretary Treasurer should have access to the password in the event of the holder becoming incapacitated or passes away;
- do not use your personal Apple ID on the device;
- use only business applications;
- back up of the CUPE Local 3260 device is required of its' content on a regular basis. Items deleted from the CUPE Local 3260 device cannot be recovered;
- you must not jailbreak the CUPE Local 3260 device, or otherwise hack, or tamper with it; and
- upon completion of term the CUPE Local 3260 device will be organized into file folders containing all necessary documents for the next user.

User Responsibility

- a protective case should be used if the CUPE Local 3260 device requires one;
- handle the CUPE Local 3260 device with care and respect. Do not throw, damage, place heavy items on or intentionally drop the CUPE Local 3260 device;
- only approved cleaning materials can be used to clean the CUPE Local 3260 device, such as laptop/tablet sprays for screens and microfiber cloths;
- always keep the CUPE Local 3260 device safe and secure, knowing where the CUPE Local 3260 device is at all times; and
- the CUPE Local 3260 device is not to be loaned.

Lost, Damaged or Stolen Device

- if the CUPE Local 3260 device becomes lost or stolen, report it to your Executive as a matter of urgency;
- if the CUPE Local 3260 device has become damaged, report it to your Executive as a matter of urgency; and
- you must not carry out repairs on any device without Executive approval.

Safeguarding, E-Safety and Personal Use

- do not take photographs of others without their express permission;
- all CUPE Local 3260 devices are strictly forbidden to be used for creating, storing, accessing, viewing, downloading, distributing, sending and uploading inappropriate content or materials;

- you are forbidden from utilizing the CUPE Local 3260 device to partake in illegal activities of any kind; and
- the CUPE Local 3260 device and any content are subject to routine and ad-hoc monitoring by your Executive. You must hand over the CUPE Local 3260 device upon request by the President, Recording Secretary or Secretary-Treasurer.

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Personal Use

- the CUPE Local 3260 device is not permitted for personal use. It has been provided for union-related use only;
- computer files provided by the Executive are to be used for union business purposes only;
- all computer passwords and codes must be available to the President, Recording Secretary or Secretary-Treasurer;
- after each Annual General Meeting (AGM) an inspection of each CUPE Local 3260 device will be performed. The following will be examined: password use, good working order (i.e.) damage, use of appropriate applications, use of approved cleaning materials and chargers;
- CUPE Local 3260 will maintain an appropriate amount of insurance to fully cover the device; and
- the user is responsible for the device, its' whereabouts until returned with the understanding that normal wear and tear is understood. The user may be liable for its' repair or replacement if found negligent in its' use.

APPENDIX “E”

CUPE Local 3260 Bursary Policy (revised **May 3rd, 2024**)

Terms of the CUPE Local 3260 Bursary:

- CUPE Local 3260 has established this Bursary.
- The value of the bursary will be a maximum of five hundred dollars (\$500).
- Ten (10) bursaries shall be awarded Island wide annually.
- Individuals can apply yearly, however, bursaries will be awarded to a successful applicant "only once."
- The selection is to be made by CUPE Local 3260 Executive by a random draw to be held at the Annual General Meeting (**AGM**) each year.
- Non-winning ballots will be kept in the event a recipient does not meet all the qualifications to be awarded the Bursary.
- Alternate name(s) shall be drawn at random by CUPE Local 3260 Executive.
- Cheques will be issued after the successful bursary winner provides Proof of Enrollment from the Registrar's Office.

Role of CUPE Local 3260 Executive and Members:

- The application form and guidelines shall be reviewed and edited as needed annually with any changes approved by CUPE Local 3260 Executive.
- CUPE Local 3260 Area Vice Presidents will notify each applicant to confirm that the application form was received prior to the established deadline and completed satisfactorily.
- CUPE Local 3260 Executive shall meet prior to the Annual General Meeting to verify the application forms and prepare the ballots for the draw. Ballots shall be sealed and initialed in a secure envelope by the Executive.
- **If a successful applicant will be a high school graduate the year of the draw, the CUPE Local 3260 President will send the graduate's guidance counsellor a letter to acknowledge the graduate being the successful applicant.** Bursary winners will be acknowledged the night of high school graduations.

- The Bursary Winner must provide the CUPE Local 3260 Area Vice President with Proof of Enrollment from the Registrar's Office before the established deadline.
- CUPE Local 3260 Executive shall meet following the established deadline to verify proof of enrollment letters. Cheques will be written and distributed **upon receiving proof of enrollment letters**.
- CUPE Local 3260 Executive is responsible for retaining application forms and proof of enrollment letters from year to year. They **are** the property of CUPE Local 3260 and held in the strictest confidence.

Qualifications of the Recipient:

- An applicant must be a Permanent member in good standing of CUPE Local 3260. A member's probation period must be successfully completed by the application deadline.
- An applicant could also be the spouse or child (natural, adopted, stepchildren or a child under legal guardianship) of a permanent member.
- An applicant must be enrolled in an academic or vocational education program (anywhere and not limited to PEI institutions).
- The successful applicant must provide Proof of Enrollment from a recognized academic or vocational university or college **for the upcoming school year**.
- Completed application forms and proof of enrollment must be submitted by email or in person to Area Vice President (VP).

APPENDIX “F”

CUPE Local 3260 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.

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 3260, or any other CUPE chartered body. 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 and at events, meetings, and activities by other CUPE bodies. 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. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.
4. If the complaint involves a national 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 CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.
7. 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. For other events, the presiding officer shall consult the National President.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member's right to access the trial provisions under Appendix F of the CUPE National Constitution.