

## CUPE 4207 By-laws October 2005

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### Article 1: Name

The name of the trade union shall be “Canadian Union of Public Employees Local 4207; hereinafter, it shall be referred to as “the Local”.

### Article 2: Governing Authority

The Local is a chartered local of the Canadian Union of Public Employees. These by-laws shall conform in all respects with the Constitution of the Canadian Union of Public Employees (CUPE). Should an unauthorized conflict arise between these by-laws and the CUPE Constitution, the CUPE Constitution shall take precedence. The activities of the Local shall be in conformity with the Constitution and by-laws of the Canadian Union of Public Employees and the Local. The Canadian Union of Public Employees shall hereinafter be referred to as “the Union”.

The Local shall use Bourinot’s Rules of Order, except as modified by the membership.

### Article 3: Objectives

The objectives of the Local are as follows:

- (a) to protect, maintain, and advance the interests of the members of the Local
- (b) to take such actions as are necessary and/or appropriate to advance the labour movement as a whole

### Article 4: Organizational Structure

4.1 The governing bodies of the Local shall consist of the following:

- (a) The Membership
- (b) The Executive Committee
- (c) The Stewards Council
- (d) Committees: Committees of the executive may be formed to make specific recommendations to the executive on any given issue. Committees of the general membership may also be formed, open to all members in good standing. Committees can work toward new policy or on the basis of already existing policy, but they cannot contravene the Local's by-laws, and must not act so as to undermine the policies duly enacted by the general membership.

4.2 The plenary authority of the Local shall rest with the membership of the Local. Such authority shall be exercised in properly constituted membership meetings and referenda, in accordance with these by-laws.

4.3 All meetings of the governing bodies of the Local shall be conducted in accordance with Bourinot's Rules of Order, except as modified by the membership

#### Article 5: Membership

5.1 The membership of the Local shall consist of all persons employed at Brock University who are covered by the CUPE Local 4207 Collective Agreements. Unit 1 of the local shall consist of all persons employed as Course Coordinators, Instructors, Teaching Assistants, Demonstrators, and Marker/Graders, save and except persons employed as Instructors, Program Coordinators and On-Site-Facilitators in the Faculty of Education. Unit 2 of the Local shall consist of all full-time coordinators employed in ESL Services at Brock University.

5.2 Any member whose employment terminates may retain her or his membership until eighteen (18) months after the expiry of her or his contract.

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

5.4 Membership in the Local shall obligate the member to abide by the provisions of the Constitution of the Union and these by-laws, as well as any legal agreement entered into by the Union or the Local on her or his behalf.

#### Article 6: General Meetings

- (a) General membership meetings shall be held at least once between September 1<sup>st</sup> and December 31<sup>st</sup>, and at least once between January 1<sup>st</sup> and April 30<sup>th</sup>.

- (b) Members shall be adequately informed of General Membership Meetings seven (7) days prior to a meeting, by means of written notice, bulletin boards or such other method as the Executive Committee deems effective.
- (c) Special general membership meetings may be ordered by the Executive Committee or requested in writing by no fewer than twenty (20) members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least two (2) full working days notice of the special meeting and the subject(s) to be discussed (except meetings called by the Executive Committee with regards to strike actions, which shall require just twenty-four (24) hours notice). No business shall be transacted at the special meeting other than that for which the meeting has been called and notice given.
- (d) Written notice of special membership meetings shall be posted on all notice boards of the Local in the university, setting out the purpose of the special meeting.
- (e) Ten (10) members in good standing, at least two (2) of whom are executive members, shall constitute a general quorum for all membership meetings for the legal transaction of business.
- (f) The Executive shall call an Annual General Meeting (AGM) in April of each year for the purposes of reporting to the membership on the business transacted during the year and for the election of officers. At the AGM, the Treasurer shall submit to the membership a full financial report of the year. At the AGM the Treasurer shall submit to the membership a proposed budget for the coming year for approval.

## Article 7: Officers

### 7.1 Executive Committee

- (a) The Executive Committee of the Local shall consist of the President, the Vice-President Unit 1, the Vice-President Unit 2, the Recording Secretary, the Treasurer, the Chief Steward, and the Membership Outreach Officer.
- (b) Any member in good standing of the Local at the time of election may be elected to any position on the Executive Committee, except for the Vice-President positions. Only members of Unit 1 may be elected to the position of Vice-President Unit 1, and only members of Unit 2 may be elected to the position of Vice-President Unit 2.
- (c) The term of office for all members of the executive committee is May 1 of the year in which their election takes place to April 30 of the following year. Where such election does not take place before April 30, all members of the Executive Committee shall continue in office until such time as an election is held. In such an event, an election shall be held at a special general membership meeting between May 1 and August 31 of that year. Where a position on the Executive Committee is vacant, an election shall be held at the general meeting subsequent to the position's being vacated.
- (d) Meetings of the Executive Committee shall be open to all members in good standing of the Local; members who so attend shall have the right to speak, but not to vote.

- (e) Local Union business matters will be transacted only in the contexts of Executive Committee and General Membership meetings.
- (f) All charges against officers or members shall be made in writing and dealt with in accordance with Article B.VI of the National Constitution.

## 7.2 Duties of the Executive Committee

- (a) The Executive Committee shall take such actions and render such decisions as may be necessary to carry out the decisions and instructions of the membership of the Local, or, between general meetings. The Executive Committee shall enforce the Constitution of the Union and the by-laws of the Local and the provisions of all agreements between the Employer and the Employees, and shall coordinate Union-Local affairs.
- (b) The Executive Committee shall have the authority to set the dues charged to the members, upon approval by a majority of the votes cast at a meeting of the membership conducted in accordance with Article 11.
- (c) A majority of the members of the Executive Committee shall constitute quorum for the legal transaction of business at Executive Committee meetings.
- (d) The Executive Committee shall meet, at a minimum, once every month. Except in the case of collective bargaining or strike necessities, or bona fide emergency, a minimum of five days notice shall be given for all Executive Committee meetings.
- (e) The Executive Committee shall be responsible for the handling and processing of all grievances and for the administration of the collective agreement.
- (f) The Executive Committee shall make recommendations to the membership regarding the timing of strike votes, the commencement of strike action, and the nature of strike action.
- (g) Each member of the Executive Committee shall be responsible to, and shall conform to the deliberations of the Executive Committee in the carrying out of her or his duties. Each member shall ensure that the Executive Committee be fully informed with regard to her or his activities.
- (h) The President, the Secretary-Treasurer, and the Vice-Presidents shall be the official signing officers for the Local. A signing officer shall not sign his or her own cheque.
- (i) The Executive Committee shall negotiate and ratify all employment contracts and/or collective agreements between the Local and its employees
- (j) The Executive Committee shall be responsible for the calling of all Local meetings, except for meetings of the Stewards Council, and for provision of the required notice for such meetings.
- (k) The Executive Committee shall oversee and coordinate the Local's orientation and membership campaign.
- (l) The Executive Committee shall have the authority to authorize expenditures of up to \$500 for any item of business discussed at a meeting of the Executive Committee. Expenditures greater than \$500 shall be brought to the membership for approval at a properly constituted general membership meeting.

## 7.3 Duties of the President

- (a) The President shall be responsible, in conjunction with the Executive Committee for the smooth and efficient operation of the Local.
- (b) The President shall sign all authorizations, contracts, and other official documents of the Local. In conjunction with the Treasurer, she or he shall be responsible for accounting for all funds of the Local.
- (c) The President shall be an ex-officio member of all councils and committees of the Local.
- (d) The President shall report to the membership at each general membership meeting regarding the actions of the Executive Committee.
- (e) The President shall preside and preserve order at all meetings of the membership.

The President shall:

- i. Spend a minimum of twenty (20) hours per week performing the duties of the local.
- ii. Spend a minimum of six (6) hours per week in the union office, over a period of a minimum of three (3) days during the week. This shall not apply when the president's attendance at conventions, conferences or meetings preclude her or his ability to hold office hours.
- iii. Hold regular meetings with members from the various faculties of the university.
- iv. Ensure that all committees and councils of the local meet on a regular basis, and attend meetings of the committees and councils of the local.
- v. Act as co-chair of the Bargaining Committee.
- vi. Ensure that there is regular communications between the executive and the members of the local.
- vii. Work with all members of the executive to ensure that executive members have enough support to fulfill their duties as described within these by-laws.
- viii. Attend all Stage 3 grievance meetings, grievance mediations and arbitrations.
- ix. Act as the local's representative to the Ontario University Workers Coordinating Committee (OUWCC), and participate in the activities of the OUWCC as directed by the executive of the local.
- x. To the extent possible, attend meetings of the Niagara District CUPE Council.
- xi. Be entitled to two (2) weeks vacation to be taken during the period between May 1 and August 21.

#### 7.4 Duties of the Vice-President

- (a) The Vice-President Unit 1 or Unit 2 shall preside at all meetings of the Executive Committee. The position of Chair shall alternate for each meeting. At her or his discretion, the chair may appoint a chairperson for any meeting.
- (b) The Vice-Presidents shall assist the President in the administration of the Local.
- (c) In the absence of the President the Vice-President Unit 1 or Unit 2 shall assume the duties of the President until such time as the President is able to resume her or his duties. The executive shall determine which Vice-President shall assume the duties.

- (d) In the event of vacant seats on the Executive Committee, the Vice-Presidents shall assist in the performance of those duties until a replacement is found.
- (e) In case of the resignation or death of the President, the Vice-President Unit 1 or Unit 2 shall perform the duties of the President until such vacancy is filled as provided in these by-laws. The executive shall determine which Vice-President shall perform these duties.

#### 7.5 Duties of the Recording Secretary

- (a) The Recording Secretary shall be the chief recording officer of the Local.
- (b) The Recording Secretary shall:
  - (i) cause to be kept a correct, full and impartial account of the proceedings of meetings of the Executive and the membership, in a file which shall be kept in the Local office. Each record of proceedings shall include a copy of the full financial report presented by the Secretary-Treasurer.
  - (ii) prepare the agenda for each meeting of the Executive Committee, and for each General Meeting, and shall ensure the production and transportation of adequate supplies of relevant supporting documentation for each such meeting, and the ordering of any other provisions designated by the Executive Committee.
  - (iii) maintain accurate records of the membership of the Local, including applications for membership, membership lists, and all other records which the Executive Committee or membership deem to be necessary. All such records shall be kept in the Local office or safety-deposit box.
  - (iv) maintain proper records of all correspondence (including e-mail) of the Local

#### 7.6 Duties of the Treasurer

- a) The Treasurer shall be the chief financial officer of the Local.
- b) The Treasurer shall:
  - i) maintain the financial records of the Local, and shall ensure proper accounting for all receipts and disbursements;
  - ii) keep a continuous record of all dues payments and any other assessments, and shall ensure that all dues and assessments due to the Union are paid promptly. The Secretary-Treasurer shall forward to the National Secretary-Treasurer, on the official monthly report forms provided, not later than the last day of each month, all financial obligations for the previous month owing to CUPE National.
  - iii) promptly deposit all revenues in the form in which they are received in an appropriate account at a credit union or other chartered, government-insured financial institution, as the Executive may direct, in the name of the Local;
  - iv) cause all bills authorized for payment by the Executive Committee and/or membership to be paid;

- v) report, in written form on the finances of the Local to the Executive Committee at each meeting of the executive, and to the membership at all general membership meetings and at the Annual General Meeting;
- vi) upon approval of the draft documents by the Executive Committee, and at the Annual General Meeting present a financial statement for the current fiscal year and a budget for the next fiscal year for adoption by the membership;
- vii) upon request by either the President or the Executive Committee, submit within seven (7) days all record books and vouchers; all receipts, cheques, and bank statements issued and receive; and a detailed written report of all expenditures and disbursements of the funds of the Local;
- viii) ensure that the financial affairs of the Local are conducted in conformity with generally accepted accounting practices;
- ix) under direction of the Executive, ensure that the finances of the Local are audited by an independent auditor once per calendar year;
- x) under direction of the Executive, ensure that the finances of the Local are audited by the Trustees once per calendar year;
- xi) be the primary signing officer for all cheques or drafts drawn on the Treasury of the Local.
- xii) In the event that the Treasurer is unable to fulfill her or his duties, a majority of the Executive Committee may designate that cheques may be co-signed by the President and Vice-President. In such cases, the Executive Committee may appoint another signing officer.
- xiii) The Treasurer, and all other Officers authorized to sign on behalf of the Local shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer and distributed to all chartered organizations annually.
- xiv) Any Treasurer who cannot qualify for a bond shall immediately be disqualified from office and the Local shall proceed with the election of another Treasurer.
- xv) On behalf of the local union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorization, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters as well as records and supporting documents for all income received by the local union.

## 7.7 Duties of the Chief Steward

- (a) The Chief Steward shall oversee the handling and processing of all grievances and other related actions undertaken by the Local and/or its members to enforce the Collective Agreement.
- (b) The Chief Steward shall cause adequate records of all grievances conducted by the Local to be maintained in the Local office.
- (c) The Chief Steward shall be the chair of the Stewards Council.
- (d) The Chief Steward shall supervise the elections of all Stewards, and shall coordinate the training and activities of the Stewards.

- (e) The Chief Steward shall appoint a member of the Stewards Council to serve as Secretary thereto, ensuring that:
  - (i) proper notice for all meetings of the Stewards Council is given;
  - (ii) in consultation with the Recording Secretary of the Local, proper records of the deliberations of the Stewards Council are maintained, and;
  - (iii) all necessary meetings are duly convened.
- (f) The Chief Steward shall be the representative of the Executive to the Stewards Council, and shall
  - (i) report to the Executive Committee on all business conducted by the Stewards Council
  - (ii) report to the Stewards Council the activities of the Executive Committee relevant to the mandate of the Stewards Council

#### 7.8 Duties of the Membership Outreach Officer

- (a) The Membership Outreach Officer shall be responsible for the compilation and publication of the Local newsletter, website and, in collaboration with the Recording Secretary, for all such publicity and information as decided by the Executive.
- (b) Ensure that proper notice is provided to the membership for all meetings and referenda, including strike and ratification votes.

#### 7.9 Duties of the Health and Safety Officers

- (a) The membership shall elect two Health and Safety Officer. She or he shall attend all meetings of the executive, and shall have the right to speak, but not to vote. As per our Collective Agreement, at least one of the Health and Safety officers must be employed in the physical, life, or molecular science disciplines.
- (b) The Health and Safety Officers shall sit on the university's joint Health and Safety Committee, and report to the Executive Committee and membership on the proceedings of these meetings, and any other health and safety concerns relevant to the membership. The Health and Safety Officers are appointed to the Joint Health and Safety Committee and serve at the pleasure of the Local Executive.
- (c) In the event that the Local is entitled to greater representation on the employer's joint health and safety committee, the Local shall elect as many Health and Safety Officers to which it is entitled. Any additional Health and Safety Officers elected by the membership shall be appointed to the Joint Health and Safety Committee and serve at the pleasure of the Local Executive.

#### 7.10 Duties of Trustees

- (a) The Local shall have three (3) Trustees, who shall be elected by the membership.
- (b) Any member in good standing of the Local at the time of election may be elected to the office of Trustee, so long as the member does not hold any other elected office of the Local.

- (c) The term of office for all Trustees is May 1 of the year in which their election takes place to April 30 of the third year following. There shall be one trustee elected each year. Where such election does not take place before April 30, a Trustee shall continue in office until such time as an election is held. Where a Trustee's position is vacant, an election shall be held at the general meeting subsequent to the position's being vacated. A trustee elected in a by-election shall serve the remainder of the term of the trustee whom she or he is replacing. The terms of office for Trustees shall be as laid down in Article B.3.10 of the CUPE Constitution.
- (d) The Trustees shall perform at least one audit of the Local's books per year, and shall supervise the audit of the books of the Treasurer by the Local's auditors and shall exercise general supervision over the property of the Local.
- (e) The Trustees shall report, in writing, to the next regular meeting of the Local on the condition of the funds and accounts, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the Local. They shall transmit a copy of such report to the National Secretary-Treasurer of CUPE.

The Trustees shall:

- i) act as an auditing committee on behalf of the members and audit the book and accounts of the Treasurer, the Recording Secretary and the Standing Committees at least once every calendar year
- ii) make a written report of their findings to the first membership meeting following the completion of each audit
- iii) submit in writing to the President and Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's funds, records and accounts are being maintained by the Treasurer in an organized, correct and proper manner
- iv) be responsible to ensure that monies are not paid out without proper constitutional or membership authorization
- v) ensure that proper financial reports are made to the membership
- vi) audit the record of attendance
- vii) 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
- viii) send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local membership along with a copy of their recommendations and/or concerns to the President and Treasurer and the Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

#### 7.11 Election of the Officers

- a) Election of the Executive Committee, Health and Safety Officer and Trustees shall take place at the Annual General Meeting, and as otherwise provided herein.

- b) Nominations for positions on the Executive Committee and for the Trustees shall be open as of 15 February in each year. Any member in good standing shall have the right to nominate any member in good standing for any position. Nominations may be submitted to the Recording Secretary in writing, provided that the nomination is clearly signed by a nominator, and by the nominee in acceptance of the nomination. Members not in attendance at a meeting where nominations are open may be nominated for a position, provided that their acceptance of the nomination is submitted in writing to the Recording Secretary prior to the Annual General Meeting.
- c) At the Annual General Meeting, the Chair of the meeting shall advise the members present of the positions to be filled, the members already nominated (if any) for those positions, and shall call for further nominations. The Chair shall call three times for nominations for each position. After third call, and hearing no further nominations, the Chair shall declare nominations closed for that position. Upon the closing of nominations, the Chair shall ask each of the nominees if they will stand for election.
- d) Where only one nomination is received for a position, and the member accepts nomination, he or she shall be declared elected by acclamation. Where more than one nomination is received, an election for that position shall be conducted.
- e) Where an election is to be conducted, the membership shall appoint two returning officers to conduct it. No candidate for a contested position may serve as returning officer.
- f) Voting shall take place at the Annual General Meeting. The returning officer(s) shall conduct the election in such a way as to conform to good electoral practice; in particular, no member's ballot should be identifiable, all ballots should be properly accounted for, and adequate care must be taken for the security of all election materials.
- g) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped.
- h) Each candidate shall be entitled to one (1) scrutineer to observe the counting of the ballots.
- i) No candidate may be elected to any more than one (1) executive position at one time.
- j) Where positions remain unfilled subsequent to the Annual General Meeting, they shall be filled when possible in accordance with Article 7.12
- k) Voting to fill one office shall be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

#### 7.12 Vacancies

- a) Should any member of the Executive Committee resign or fail to attend three consecutive meetings of the Committee without a reason acceptable to the Executive Committee for her or his absence, the Executive Committee shall

- declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.
- b) The Executive Committee may appoint one of its members or another member in good standing to fill a vacant position *pro tem* until such time as a membership meeting can be called.
  - c) Should any Trustee resign or otherwise leave office, the Executive Committee shall declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.

#### 7.13 Executive Stipends

- (a) The President of the local shall be paid the equivalent of two (2) full course instructor stipends (at the rate outlined in the collective agreement) per year. Payments shall be made in twelve (12) equal installments on the first of each month.
- (b) The positions of Vice President, Chief Steward, Treasurer, Recording Secretary and Membership Outreach Officer shall be paid for 15 hours of work per month, paid at the graduate teaching assistantship rate as specified in the local's collective agreement.
- (c) each faculty steward shall be paid a stipend of \$50 per month
- (d) each Trustee shall be paid \$100 upon the completion of each audit

#### Article 8: Stewards

8.1 Election of Stewards: The members shall be entitled to elect one (1) steward for the following faculties: Humanities, Social Sciences, Education, Applied Health Sciences, Business, and Math and Sciences and other new faculties as added from time to time. The members shall also elect one steward to represent members of Unit 2.

- b) Stewards shall be elected at the Annual General Meeting in April, and shall serve a term beginning on May 1 in the year of the election, and ending on April 30 the following year.
- c) Elections of Stewards shall be done in the same manner as for the Executive Council and Trustees as laid out in Article 7.
- d) A separate election shall be held for each steward position.
  - i) For faculty stewards, in the first set of calls for nominations, only members employed in the faculty for which the vote is being conducted may stand for election. Where only one nomination is received and the nominee has agreed to stand for a position, the member nominated shall be declared elected by acclamation. Where more than one nomination is received and accepted, an election for that position shall be conducted. In the event that no member from that faculty is nominated, a second set of calls for nominations will be made. In the second set of calls, any member in good standing of Unit 1 may be nominated.

- ii) For the Unit 2 steward, only members from Unit 2 shall be eligible to be elected. Where only nomination is received and the nominee has agreed to stand for the position, the member nominated shall be declared elected by acclamation. Where more than one nomination is received and accepted, an election for that position shall be conducted. In the event that no member from Unit 2 is nominated, the Vice-President Unit 2 shall act as the steward.
- e) All members in attendance at the Annual General Meeting will have the right to cast ballots in the elections for all stewards.
- f) Where, for any reason, the members fail to elect a Steward, the Executive Committee shall have the power to appoint the Steward.

## 8.2 Duties of Stewards

Stewards shall:

- (i) recruit and organize members in their departments, and encourage them to become active in the Local.
- (ii) act as representatives of the Local to the employees in their departments.
- (iii) Within the Local, represent the members in their departments
- (iv) Serve as the liaison between the members they represent and the Executive Committee
- (v) Advise the members of the departments with regard to matters involving the Collective Agreement.
- (vi) Where appropriate, process the grievances of the members in their departments and represent their members in grievance meetings.

## 8.3 The Stewards Council

There shall be a Stewards Council, the voting membership of which shall consist of all Stewards, including the Chief Steward, who shall prepare the agenda for and preside over all meetings of the Stewards Council.

- (a) The Stewards Council shall meet at least once in each term, and once during the spring/summer. The Executive may direct the Chief Steward to call a meeting of the Council at any time. Each Steward is entitled to at least five (5) working days notice of the date, time and location of any meeting of the Council.
- (b) Quorum for the Stewards' Council shall be four (4) stewards, including the Chief Steward.

## 8.4 Grievance Committee

- (a) The Stewards Council shall be the Grievance Committee of the Local; as such, it shall be responsible for ensuring that the Employer complies with the collective agreement, advise and assist the Chief Steward in matters involving grievances and grievance policy, coordinate the

processing of grievances, and make recommendations to the Executive regarding arbitration of grievances and/or continued carriage of grievances.

- (b) Discussion of grievance-related matters in the Stewards Council shall be in camera. For good and just reason, the Council may request the participation of others, such as appropriate Local staff, legal counsel, witnesses, etc.
- (c) Each Steward shall hold in strict confidence all information pertaining to any complaint or grievance. She or he shall reveal such information only to the Chief Steward, the Staff Representative and/or Business Agent, Local legal counsel, or to the Stewards' Council when the Council is in session.

## 8.5 Organization and Communication

The Stewards' Council shall ensure continuous organizing within departments and shall ensure open communication between and among the Executive and members.

### Article 9: Committees

9.1 In addition to any Committees established by these by-laws, the Executive, Stewards' Council, and/or membership may strike such committees as are considered appropriate for the needs and purposes of the Local.

9.2 At the time any committee is struck, the body striking the committee shall determine the mandate, the requirements for membership, and the duration of activity of the committee. Committees shall act in accordance with Article 4.1(d) of these by-laws.

9.3 Unless otherwise set out at the time a committee is struck, the committee shall make its report and recommendations to the body which strikes it.

9.4 All 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 10: Dues and Assessments

10.1 Union Dues: Each member of the Local shall pay union dues of two point five percent (2.5%) or as are determined from time to time by the Executive, and approved by the membership in a properly constituted meeting. When the per capita dues are increased by a National Convention vote then the above dues amount shall be increased by the same amount. The regular monthly dues shall be established or altered by the Local only at regular or special membership meetings, provided that at least seven (7) days notice at a previous meeting, or at least sixty (60) days written notice has been given.

10.2 Special Assessments:

- (a) Each member shall pay, in addition to dues, any special assessment as determined by the Local from time to time when special circumstances warrant as provided for in the Union Constitution.
- (b) Where the Executive believes a special assessment is required, it shall give its reasons to, and obtain approval from, a general meeting called for that purpose.
- (c) The monies obtained from such assessment shall be used only for the purpose(s) of the assessment, except that any surplus shall be allocated to the Local Defence and Strike Fund.
- (d) No assessment of any kind shall be imposed on the members of the Local unless such assessment has been approved by a two-thirds majority of the votes cast at a membership meeting called for that purpose in the manner herein prescribed, and has been approved by the National President.
- (e) Notice in writing shall be given to each member in good standing of such a meeting not later than five (5) days in advance of such a meeting.
- (f) Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

### 10.3 Initiation Fees

Each member shall pay a two dollars (\$2) initiation fee upon taking employment in the Bargaining Unit. This fee shall be deducted from the member's first pay. If his or her membership in the Local lapses (as per Article 5.2), another initiation fee in the amount of two dollars (\$2) shall be paid upon re-entry into the bargaining unit.

10.4 Any member in arrears for a period of three months or more shall be automatically suspended and his suspension shall be reported to the Executive by the Treasurer. The Executive shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the readmittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed or unable to work because of sickness, she or he shall pay the readmittance fee but may not be required to pay her or his arrears.

### Article 11: Additional By-Laws/Changes to By-laws.

11.1 This local may, by a two-thirds majority vote at a regular General Membership Meeting, or at a special meeting called for that purpose, make such additional by-laws and or changes to present by-laws as it may deem advisable, provided that at least seven (7) days notice at a previous meeting, or at least thirty (30) days written notice has been given and further provided that such by-laws do not conflict with the Constitution. The same shall not become effective until approved by the National President of the Canadian Union of Public Employees. Such approval shall not be withheld unless there is a conflict with the Constitution, and further that a decision on this matter shall be rendered within ninety (90) days.

## Article 12: Negotiation of Collective Agreements

### 12.1 Bargaining Committee

- (a) The Bargaining Committee for Unit 1 shall consist of five members elected at a General Membership Meeting, as well as the President of the Local. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership. Only members in good standing of Unit 1 shall be eligible to run for these positions
- (b) The Bargaining Committee for Unit 2 shall consist of three members elected at a General Membership Meeting, as well as the President of the Local. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership. In the event of a vacancy, the Vice-President Unit 2 shall be appointed to the committee. Only members in good standing of Unit 2 shall be eligible to run for these positions.
- (c) The elected members shall be elected at a general meeting not later than nine (9) calendar months previous to the expiration of any Collective Agreement.

12.2 Development and Approval of Proposals: The Bargaining Committee shall develop and present bargaining proposals to the membership for approval.

12.3 Responsibilities of the Bargaining Committee: The Bargaining Committee is responsible for bargaining with representatives of the Employer. The Bargaining Committee will also make recommendations to the Executive Committee regarding application for conciliation and mediation, the timing of strike votes, and the nature of strike action. The Bargaining Committee will report regularly to the membership, Stewards' Council and to the Executive.

12.4 Ratification: In the event that the Bargaining Committee tentatively accepts a Collective Agreement, it shall be presented to the membership for ratification at a special membership meeting to be held with at least 24 hours notice. Only members of Unit 1 shall be eligible to vote in a ratification vote for the Unit 1 collective agreement. Only members of Unit 2 shall be eligible to vote in a ratification vote for the Unit 2 collective agreement.

12.5 Signing Authority: Any Collective Agreement entered into on behalf of the Local shall be signed by the Bargaining Committee.

12.6: Bargaining Support Committee: In any year in which the Local is undertaking bargaining for the renewal of a Collective Agreement, the Executive shall strike a

Bargaining Support Committee, and shall coordinate the activities of said Committee. The Bargaining Support Committee shall be responsible for organizing among the membership, the University, and the community in support of the Local's aims in bargaining. In the event that a strike is undertaken in accordance with Article 14, the Bargaining Support Committee shall become the Strike Committee.

#### 12.7 Bargaining Committee Stipends:

- a. Each elected member of the Bargaining Committee shall be paid a stipend of \$200 each month, beginning in the month in which the committee is elected and ending in the month in which bargaining ends.
- b. As an ex-officio member of the Bargaining Committee, the President of the local shall not be entitled to an additional stipend for participation on the committee.

### Article 13: Strike Votes

13.1 Where the Executive decides to conduct a strike vote, a membership meeting shall be called and notice shall be sent in accordance with Article 6. Such notice shall include a statement from the Executive explaining the reasons for the recommendation for a strike vote. Only members of Unit 1 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 1 collective agreement. Only members of Unit 2 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 2 collective agreement.

13.2 The membership meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.

13.3 Two scrutineers shall be elected at the meeting to assist the Chair in counting the ballots.

13.4 Upon adjournment of the meeting, the polls shall open and voting shall begin by secret ballot. Polls shall remain open until every member present has had a chance to vote. The polls shall open again the following day, and shall remain open from 9:00 a.m. to 7:00 p.m. In the event that all members of a Unit of this local who are eligible to cast a ballot have done so, the polls shall close upon the casting of the final ballot and the ballots shall be counted immediately as per Article 13.5.

13.5 The Chair and scrutineers shall count the ballots. A majority of votes cast shall decide the strike vote.

13.6 The decision shall be communicated to the membership within one working day of the ballots being counted.

13.7 The conduct of any strike vote shall conform to all relevant legislation.

### Article 14: Strikes

14.1 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.

14.2 Every member shall conform with the strike policy of the Local.

14.3 Every member shall comply with the directions and/or instruction issued by the Executive Committee during the period of the strike.

14.4 The Local strike policy shall be available at all times in the Local office, and shall, at an appropriate time before commencing a strike, be distributed among the membership.

14.5 Changes to the strike policy shall only be made in the manner set out for the changes to these by-laws in Article 18.

#### Article 15: Expenses

15.1 Members of the Local delegated to attend overnight seminars, conferences, conventions, or any other approved business shall receive a per diem of seventy-five dollars (\$75) per full day for expenses; plus, where feasible and amenable, double room accommodations for two or more delegated members from the Local sharing a room together or, where not feasible, single room accommodations; plus cost of designated travel – including cab or bus fare to and from airport or train station to hotel accommodation or, when driving, forty-one cents (\$0.41) per kilometer and on site parking charges; plus lost wages and benefits if any.

15.2 Gas allowance on Union business is to be reimbursed at five dollars (\$5) per trip in the city and forty-one cents (\$0.41) per kilometer out of town.

15.3 Any member presenting a bill for out-of-pocket expenses, while conducting Union business, shall present in writing an itemized account and receipts of such expenses to the Treasurer of the Local. His or her submission of expenses for reimbursement must be reviewed and a recommendation by a meeting of the Executive Committee made before any reimbursement can be paid.

#### Article 16: Affiliations

16.1 In addition to the Canadian Labour Congress, the Local shall be affiliated to the Ontario Division of CUPE, the Niagara District CUPE Council, the St. Catharines and District Labour Council, and the Ontario Federation of Labour.

16.2 The Local shall elect and send all delegates to which it is entitled to all conventions, conferences or meetings held by these organizations.

16.3 Election of delegates to conventions shall be held at a regular General Membership Meeting. A plurality of votes shall determine the election results.

16.4 In the event that a full slate of delegates is not elected, the Executive shall appoint members to serve as delegates. This shall be communicated to the members on all convention notices.

16.5 Elections for delegates to the Niagara District CUPE Council, and the St. Catharines and District Labour Council will be held at the Annual General Meeting. If a member in good standing of the Local holds an elected position on the executive of either of these councils, he or she shall continue as the Local's delegate until such time as he or she no longer holds such position.

#### Article 17: Donations

The Local shall make a donation of:

- (a) \$100 to any CUPE Local that is on strike
- (b) \$50 to any local of another union on strike, if a request for assistance is made to the Local

#### Article 18: Amendments to these By-laws

Refer to Article 11 for general amendment procedures

- (a) These by-laws are always subordinate to the CUPE Constitution. In the event of any conflict between these by-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- (b) Amendments, changes to these by-laws must be given either at a previous meeting (with at least seven (7) days in advance of the vote on the amendments) or if notice is in written form, sixty (60) days written notice.
- (c) These by-laws shall not be amended, added to, or suspended except upon a 2/3 majority of those present.
- (d) No change in these by-laws 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.

#### Article 19: Enactment

These by-laws shall supercede any previous by-laws, and shall remain in effect until revisions are authorized by the National President of CUPE.

19.1 On November 28, 2005, these by-laws were presented to and adopted by the membership of the Local at a properly constituted membership meeting, and were submitted to the National President of the Union for approval.

19.2 Upon approval, these by-laws were enacted and replaced any previous by-laws.

Appendix "A"  
Rules of Order

1. The President or, in his 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 her or his absence a President pro-tem 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 minute, 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 minutes, except with the consent of the meeting.
3. The President shall state every question coming 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 vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those to 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, she or he shall rise in her or his place and respectfully address the presiding officer, but, except to state

that she or he rises to a point of order or on a question of privilege, she or he 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, she or he shall cease speaking until the point is determined; if it is decided she or he is in order, she or he 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, she or he may in addition give a casting vote, or, if she or he chooses, 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 of these shall be decided without debate.

18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now 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.

19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.

20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.

21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.

22. If any member wishes to challenge (appeal) a decision of the chair, she or he must do so at the time the decision is made. If the challenge is seconded, the member shall be

asked to state briefly the basis for her or his challenge. The Chairperson may then state briefly the basis for her or his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.

23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.

24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.

25. The Local's business, and proceedings of meeting, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.