



CUPE 4207 By-Laws April 2019

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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 bylaws 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 bylaws of the Canadian Union of Public Employees and the Local. The Canadian Union of Public Employees shall hereinafter be referred to as “the Union.”

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 bylaws.

4.3 All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix 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.

In situations not covered by Appendix A to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, *Bourinot's Rules of Order* shall be consulted and applied.

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. Unit 3 of the Local shall consist of all instructors 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 three (3) times between September 1st and December 31st, and at least three (3) times between January 1st and April 30th.
- (b) Members shall be adequately informed of General Membership Meetings fourteen (14) 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 five (5) 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.
- (g) General Membership Meeting Agenda
Meetings will follow this order of business:
 - 1) Call to Order

- 2) Approval of the Agenda
- 3) Roll Call of Officers
- 4) Reading of the Equality Statement
- 5) Voting on new members and initiation
- 6) Acceptance of the Minutes
- 7) Matters Arising from the Minutes
- 8) Treasurer's Report
- 9) Communication
- 10) Executive Committee Reports
- 11) Reports of Committees and Delegates
- 12) Elections
- 13) Old Business
- 14) New Business
- 15) Good of the Union
- 16) Adjournment

Article 7: Officers

7.1 Executive Committee

- (a) The Executive Committee of the Local shall consist of the President, two Vice-Presidents from Unit 1 ("1st Vice-President Unit 1" and "2nd Vice-President Unit 1"), one Vice-President from Unit 2 ("Vice-President Unit 2"), one Vice-President from Unit 3 ("Vice-President Unit 3"), the Recording Secretary, the Treasurer, the Chief Steward, The Equity Officer, Health and Safety Officer, 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 and the Equity Officer. In order to stand for election to the position of Vice President, the candidate must be a member of the unit they seek to represent. For Unit 1, candidates for the position of 1st Vice-President Unit 1 must be enrolled in Graduate Studies at Brock University at the time of the election/appointment, and they must remain a member of the Graduate Student Association for the duration of their tenure. Only members from the equity-seeking groups enumerated in Appendix B may be elected as the Equity Officer.
- (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.11.1 to B.11.5 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 B.4.3.
- (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, Treasurer and two Vice-Presidents shall be the official signing officers for the Local. The two Vice-Presidents who will serve as signing officers shall be selected by the Executive Committee at the first meeting of the Executive Committee immediately following the AGM. All signing Officers of Local 4207 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 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 \$650 for any item of business discussed at a meeting of the Executive Committee. Expenditures greater than \$650 shall be brought to the membership for approval at a properly constituted general membership meeting.
- (m) To the extent possible, each member of the executive committee shall hold regular office hours of at least three (3) hours per week, September – April.

- (n) Ensure that all committees and councils of the local meet on a regular basis, and ensure that at least one member of the executive attends meetings of the committees and council of the local, in order to report back to the whole executive on the activities of committees and councils.
- (o) All Officers must give all properties, assets, fund and all records of the Local Union to their successors at the end of their term of office.
- (p) The Executive Committee shall hold title to any real estate of the Local Union as Trustees for the Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and submitting the proposal to a membership meeting and having it approved.

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 report to the membership at each general membership meeting regarding the actions of the Executive Committee.
- (d) The President shall chair all meetings of the local union.

The President shall:

- (e) Act as a member of the Bargaining Committee.
- (f) 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.
- (g) Attend all Stage 2 grievance meetings, grievance mediations and arbitrations.
- (h) Act as the spokesperson for the Local.
- (i) The President, Executive Committee, or the General Membership may assign a designate from the Executive Committee to complete functions due to absence or unavailability.

7.4 Duties of the Vice-President

- (a) One Vice-President shall preside at all meetings of the Executive Committee. The position of The Vice-Presidents shall assist the President in the administration of the Local.
- (b) In the absence of the President one of the Vice-Presidents 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.
- (c) 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.
- (d) In case of the resignation or death of the President, one of the Vice-Presidents 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.
- (e) The Vice Presidents shall be responsible for reporting to the executive on all matters of concern or interest within their respective bargaining units.

Additionally, they shall:

- i) In the absence of an elected representative to attend senate meetings or meetings of the board of governors, the executive will select one of the vice presidents to attend these meetings.

- (f) The 1st Vice President of Unit 1 shall be responsible for reporting to the Executive on all matters of concern or interest of graduate students, all governance issues at Brock University, and all broader political and labour-related issues external to Brock University.

They shall:

- i) Liaise with other unions, university, student and other organizations within the university.
- ii) Inform on developments at the Senate and Board of Trustees at Brock University;
- iii) Inform of strikes and lockouts in Ontario and in the Canadian university sector.
- iv) in the absence of an elected representative to attend senate meetings or meetings of the board of governors, the executive will select one of the vice presidents to attend these meetings.

- (g) In addition to the duties and responsibilities above, the Vice Presidents shall be responsible for organizing and mobilizing members of their units in conjunction with their Unit Steward(s).

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) Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive meetings. These records must also include a copy of the full financial report (Executive Meetings) and the written financial report (membership meetings) presented by the treasurer. The record will also include Trustees' report. These records will be kept in the office, and digitized for proper record keeping.
- 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
- v) Collect records of actions and campaigns of the local and file them for future reference and historical research.
- vi) Procure necessary office supplies to maintain operational continuity.
- vii) Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.

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 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) make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;
 - xi) co-sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
 - xii) 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.
 - xiii) 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.
 - xiv) 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.
 - xv) co-chair the Bylaw, Policy, and Finance Committee.

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 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 maintenance of the local's website, and for the compilation and publication of the Local newsletter, and other materials for the purpose of membership outreach.
- (b) Ensure that proper notice is provided to the membership for all meetings and referenda, including strike and ratification votes.
- (c) The Membership Outreach Officer shall co-chair the Communications Committee.
- (d) Act as a liaison between membership and the executive of the Local by conveying information from the executive to the membership and vice versa.
- (e) In concert with the Chief Steward and the Vice Presidents, shall mobilize members of all units.
- (f) Sit on the steward's council and assist the chief steward and stewards with mobilizing the membership and raising the profile of the local.
- (g) Sit on the equity committee and assist the equity officer with promoting equity issues within the local.

7.9 Duties of the Equity Officer

- (a) Ensure the work of the union is performed through an equity lens;
- (b) Assist members in understanding their human rights under the Ontario Human Rights Code, Brock University's Respectful Work and Learning Environment Policy, the Collective Agreement, and any other relevant laws and policies;
- (c) Attend grievance meetings and assist with grievances that relate to equity;
- (d) Sit on the Equity Committee as a Co-chair, attend Equity Committee meetings, promote the Equity Committee's issues at the Executive Committee, and generally promote the Equity Committee and its work to the membership;
- (e) Attend the CUPE Ontario Human Right Conference;
- (f) Arrange training on equity issues;
- (g) Assist members and the Executive Committee with all cases that go to Brock University's Office of Human Rights & Equity Services;

- (h) Sit on the Brock University Respectful Work & Learning Environment Policy Committee, and any other University committees dealing with equity issues;
- (i) Adhere to confidentiality standards.

7.10 Duties of the Health and Safety Officers

- (a) The membership shall elect one Health and Safety Officer (for the purposes of 7.10 "The Health and Safety Officer") to sit on the Executive Committee as a voting member, and one Deputy Health and Safety Officer (for the purposes of 7.10 "The Deputy Health and Safety Officer"). She or he shall attend all meetings of the executive and vote on Executive Committee decisions. The Deputy Health and Safety Officer may attend all meetings of the executive, and shall have the right to speak, but not to vote.
- (b) The Health and Safety Officers shall act as a liaison between the Local and the University on health and safety issues, including recommendations.
- (c) The Health and Safety Officers shall attend relevant training and development meetings and/or workshops to maintain competence in the event of changes to provincial legislation.
- (d) The Health and Safety Officers shall perform such other duties as may be required by the Local and/or Executive Committee.
- (e) The Health and Safety Officer shall attend health and safety-related grievances.
- (f) The Health and Safety Officer and Deputy Health and Safety Officer 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.
- (g) 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. Any new officer shall also become a Deputy Health and Safety Officer.
- (h) The Health and Safety Officers shall co-chair the Local Health, Safety, and Wellness Committee.

7.11 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 executive position in 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.2.4 of the CUPE National Constitution. No member who has been a signing officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.

- (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.

7.12 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. In the event of a tie vote, a subsequent ballot 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.
- (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.
- (l) Only members of the unit may participate in the election of the Vice President and Steward(s) for said unit. For the purpose of clarity, only members of Unit 3 are eligible to vote for the Unit 3 VP. Similarly, only members of Unit 1 are eligible to vote for the Humanities Steward.
- (m) When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

7.13 Vacancies

- (a) Should any member of the Executive Committee, or any Steward or Trustee resign 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 vacant positions *pro tem* until such time as a membership meeting can be called.
 - i) For the purposes of 7.13 (b), *pro tem* appointments do not include Departmental Stewards or Trustees.

- (c) A Departmental Steward position shall be declared vacant if a petition signed by two-thirds (2/3) of the membership of the department is presented to the Chief Steward. The election for the replacement shall take place at the next meeting of the department under the supervision of the Chief Steward.
- (d) 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.
- (e) Members who have had positions vacated due to the provisions of the recall Article (7.15), except those identified in 7.13 (a)(i), may appeal to the next Membership Meeting. The member will continue to receive their stipend as set out in these bylaws until the appeal is heard.

7.14 Executive Stipends

- (a) The positions of President, Vice President, Chief Steward, Treasurer, Recording Secretary, Equity Officer, Health and Safety Officer 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.
- (b) each Steward shall be paid as follows:
 - i) Faculty, Unit and Additional Steward (except Unit 3 Steward) - a stipend of 12 hours of work per completed term, paid at the graduate teaching assistantship rate as specified in the local's collective agreement
 - ii) Unit 3 steward - a stipend of 8 hours per month/ 32 hours per completed term paid at the graduate teaching assistantship rate as specified in the local's collective agreement
- (c) each Trustee shall be provided with a stipend of 6 hours, paid at the graduate teaching assistantship rate as specified in the local's collective agreement for completion of each audit, or they shall be provided with paid book-off from their CUPE 4207 bargaining unit duties to perform the audit.

7.15 Recall

- (a) An Executive Member, Bargaining Committee member, or Faculty, Unit or Additional Steward may be recalled by the following procedures.

7.15.1 Petition

- (a) The Executive shall review the performance of an elected member if they receive a valid petition requesting such a review:
 - (i) signed by at least ten (10) members in good standing which includes each petitioner's name, signature, email address and home telephone number; or
 - (ii) there being a 2/3 majority of Executive Committee members requesting such a review.
- (b) At the next Executive Committee Meeting, the President shall preside over the agenda item regarding the petition. During this time, the member shall be entitled to hear the concerns and make submissions on their own behalf.
- (c) a 2/3 majority of the Executive Committee is required to recall the member and declare their position vacant.
- (d) Should the President be the subject of a petition, a Vice President as determined by the Executive shall preside over the agenda item.
- (e) No Executive member shall vote on a review that concerns them.

7.15.2 Missed Meetings

- (a) Should any member of the Executive Committee fail to attend three consecutive Executive meetings or three consecutive Membership Meetings without a good and sufficient reason for her or his absence, the Executive Committee may declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in the Vacancy provisions.
- (b) Should any Faculty or Unit Steward miss three consecutive Stewards Council meetings, or three consecutive membership meetings without a good and sufficient reason for her or his absence, the Executive Committee, on the advice of the Chief Steward, may declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in the Vacancy provisions.
- (c) Should any Additional Steward miss three consecutive membership meetings without a good and sufficient reason for her or his absence, the Executive Committee, on the advice of the Chief Steward, may declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in the Vacancy provisions.
- (d) Should any elected member of the bargaining committee miss three consecutive bargaining committee meetings without a good and sufficient reason, the Executive Committee, on the advice of the Bargaining Committee Chair, may declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in the Vacancy provisions.
- (e) A Departmental Steward can be recalled with a petition signed by two-thirds (2/3) of the membership of the department. The election for the replacement shall take place at the next meeting of the department under the supervision of the Chief Steward.
- (f) A Trustee can be recalled:
 - a. If they have not performed their duties of a Trustee Audit within 6 months of the start of the new fiscal year and a petition is made per 7.15.1, which shall initiate the petition and recall process.

Article 8: Stewards

8.1 Election of Stewards

- (a) The members shall be entitled to elect stewards as follows:
 - i. Faculty Stewards (Unit 1): 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.
 - ii. Departmental Stewards (Unit 1): up to two (2) stewards for each Academic Department in which Unit 1 members typically work.
 - iii. Additional Stewards (Unit 1): one (1) instructor steward and one (1) international steward.
 - iv. Unit Stewards (Unit 2 and Unit 3): one steward to represent members of Unit 2 and one steward to represent members of Unit 3.
- (b) The election process in 8.1.1 shall apply to Faculty Stewards, Additional Stewards, and Unit Stewards only.
- (c) The election process in 8.1.2 shall apply to Departmental Stewards.

8.1.1 Election of Stewards at the AGM

- (a) 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.
- (b) Elections of Stewards shall be done in the same manner as for the Executive Council and Trustees as laid out in Article 7.
- (c) 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.
 - iii) For the Unit 3 steward, only members from Unit 3 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 3 is nominated, the Vice-President Unit 3 shall act as the steward.
- (d) Where, for any reason, the members fail to elect a Steward, the Executive Committee shall have the power to appoint the Steward.
- (e) Members who are elected to the office of the Executive Committee shall not be elected or appointed to a Steward position as well.

8.1.2 Election of Departmental Stewards

- (a) Each department shall select up to two (2) Departmental Stewards from Unit 1 chosen through a democratic process that year.
- (b) The Union encourages self-organization of workers in departments through rank-and-file union activists. It is understood that all members shall be included in any democratic process in a department. To this end, the Union shall help communicate with all members in the Department and/or assist in creating the necessary conditions for Departmental Steward elections.
- (c) It shall be the responsibility of each elected Departmental Steward to provide their names and contact information to the Faculty Steward and Chief Steward of their Unit within three (3) calendar days.

8.2 Duties of Stewards

- (a) Departmental 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. Serve as the liaison between the members they represent and the Chief Steward, and, where applicable, the Faculty Steward and Vice-Presidents.
 - iv. Advise the members of the departments with regard to matters involving the Collective Agreement.
 - v. Organize the members to attend GMMs and other Local events.
 - vi. Distribute information of the Local.
 - vii. Attend, once per term, a Stewards Council meeting to report on any issues and findings from their work in the departments.
 - viii. Where appropriate, process the grievances of the members in their departments and represent their members in grievance meetings.
- (b) Faculty and Unit Stewards shall:
- i) Perform all duties of Departmental Stewards as set out in 8.2 (a) except (vii).
 - ii) Attend all Stewards Council and Grievance Committee meetings.
 - iii) Where applicable, liaise with Departmental Stewards to ensure they have the training and supports to perform their duties.
 - iv) Report on their work to the Chief Steward and, as appropriate, their respective Vice Presidents.
 - v) Perform notetaking duties for Grievances, Disciplinary Hearings, and Arbitrations as requested.
- (c) Additional Stewards shall:
- i) Act as representatives of the Local on issues pertaining to the group that they represent.
 - ii) Collect information and report to the Stewards Council regarding issues facing the groups that they represent.
 - iii) Maintain contact and inform members of groups that they represent of Collective Agreement and workplace issues.
 - iv) Attend Stewards Council and Grievance Committee meetings at least once per term.

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, and the Membership Outreach Officer.

- (a) The Stewards Council shall meet at least once each month, September - April and at least once May - August. 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 50% of Faculty and Unit stewards, and 1 must be 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.
- (d) Grievance reports shall be presented to the Executive as well as the membership.

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 excluding the Health and Safety committee shall be responsible for electing a co-chair and maintaining adequate records of their deliberations. Such records shall be kept on file at the Local office.

9.5 The following shall be considered Standing Committees of the Local:

- a) Stewards' Council
- b) Equity
- c) Bylaw, Policy, and Finance
- d) Communications
- e) Political Action and International Solidarity
- f) Organizing
- g) Health, Safety, and Wellness

9.6 Each committee aside from the Stewards' Council and the Health, Safety, and Wellness Committee, shall consist of three permanent members. These members shall consist of two co-chairs and a third member at large. Unless stipulated in Article 7, the co-chairs and the member at large shall be elected at the first regularly scheduled meeting of the committee after May 1st, and the members shall serve until April 30th of the following year. If there is a vacancy, a by-election shall be done at the first scheduled meeting, provided that notice of the election is given with at least seven (7) days notice. For the purpose

of quorum, a majority of the permanent members will constitute quorum. All committees may be attended by any member in good standing with voice and vote.

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), a readmission 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.

10.5 Local Defense and Strike Fund

- (a) It shall be understood that at least \$500 000 of Term Deposits shall be allocated to the Local Defense and Strike Fund. In the budget presented at the AGM, the membership shall approve the exact amount of the strike fund.
- (b) In the event that the funds available for the Local Defense and Strike Fund are less than the \$500 000, the Union shall be empowered to use Special Assessments in accordance with these bylaws.
- (c) It is understood that the Local Defense and Strike Fund shall be available for use when any bargaining unit has a mandate to strike following a Strike Vote.

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 sixty (60) 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 Bargaining Committee for Unit 3 shall consist of four members elected 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 3 shall be appointed to the committee. Only members in good standing of Unit 3 shall be eligible to run for these positions.
- (d) 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.
- (e) Only members of the unit may participate in the election of bargaining members for said unit. For the purpose of clarity, only members of Unit 1 are eligible to vote for members of the Unit 1 bargaining committee.

- (f) There shall be a member of the bargaining committee who is both a graduate student of Brock University and member of CUPE 4207 (known as the graduate student bargaining committee member). If there is no graduate student bargaining committee member and there is no alternate to replace them who can become a graduate student bargaining committee member, then an election shall be called pursuant to the bylaws.

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. Only members of Unit 3 shall be eligible to vote in a ratification vote for the Unit 3 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

(a) At least three (3) months before the Local is undertaking bargaining for the renewal of a Collective Agreement, the Executive shall strike a Bargaining Support Committee and shall appoint an Executive member to Chair that committee. In the event that a successful strike vote is held per Article 13, the the Bargaining Support Committee shall become the Strike Committee.

(b) In addition to the chair, the Bargaining Support Committee shall consist of four (4) Elected members of the membership, and all units that are to be in bargaining must have the opportunity to have at least one (1) member elected to the position. The election shall occur at a General Membership Meeting. All members are welcome to participate in the Bargaining Support Committee, though only members who are elected shall be deemed to have voting rights. The Bargaining Support Committee may opt to use other democratic decision-making models at their meetings with the consensus of all Bargaining Support Committee members.

(c) The Bargaining Support Committee shall be responsible for:

(i) Holding regular meetings (at least once per month) to discuss bargaining mobilization-related concerns;

(ii) Organizing among the membership, the University, and the community in support of the Local's aims in bargaining;

(iii) Producing resource guides, forms, protocols, and procurement strategies that may be referred to by a Strike Committee, and;

(iv) Coordinating the production of communiques and releases with the Membership Outreach Officer, Bargaining Committee(s), and Executive Committee.

(d) The Bargaining Support Committee members shall receive book-off when requested in order to perform the duties of the Bargaining Support Committee.

12.7 Bargaining Committee Stipends:

- (a) Each 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.

12.8 Bargaining Committee Training: Following the election of the bargaining committee, but before notice to bargain is provided, the union shall arrange for in-house CUPE Education on “preparing to bargain,” “bargaining skills,” and “note-taking.” All members of the bargaining committee shall be required to attend this training session.

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. Only members of Unit 3 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 3 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

- (a) A strike vote shall be carried out in the manner prescribed in Article 13 of these bylaws.
- (b) In the event of a successful strike vote, a Strike Committee shall be struck consisting of members of the Bargaining Support Committee, members of the Executive, members of the Bargaining Committee(s), Stewards, and any interested General Members.

Subcommittees of the Strike Committee shall include but not limited to the Strike Policy, Finance, Food and Acquisitions, Strike Headquarters/Off-Campus Space, Transportation, and Ways and Means/Childcare.

- (c) Book-off shall be available to all members of the Strike Committee to execute the functions of the committee.
- (d) Where a decision to strike has been decided by the membership, and so ordered, every member shall make efforts to support the strike in a sincere and conscientious manner.
- (e) The Local's strike policy as approved by the general membership shall be available at all times in the union office and shall be distributed to all members before the commencement of a strike.
- (f) Such policy can only be amended in accordance with Article 20: Policies of these Bylaws.
- (g) Every member shall conform with the strike policy of the Local.
- (h) Every member shall comply with the directions and/or instruction issued by the Executive Committee during the period of the strike.
- (i) Strike Headquarters shall be wheelchair accessible. All subcommittees of the Strike Committee shall be allowed to use the Strike Headquarters.

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 day, greater than three hours, including travel time, for expenses; members shall receive a per diem of thirty-seven dollars and fifty cents (\$37.50) per day for meetings and travel time less than three hours in one day. The rates above will be reduced as follow when meals are provided at a meeting: breakfast provided, deduct fifteen dollars (\$15); lunch provided, deduct twenty dollars (\$20); supper provided, deduct thirty-five dollars (\$35). Members with special dietary considerations may opt to receive a full per diem, in order to accommodate their needs. Where feasible and amenable, double room accommodations for two or more delegated members from the Local sharing a room together or, where not feasible nor amenable, 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, reimbursement for kilometres travelled paid at the Canada Revenue Agency rate, 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 kilometres travelled paid at the Canada Revenue Agency rate, 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.

15.4 Delegates to conventions of CUPE National and The Ontario Division of CUPE shall be empowered to spend up to \$2000 for the purpose of support to striking locals, personal appeals recognized by the convention, and other bona fide emergencies recognized by the convention, so long as at least one signing authority of the local is present at said convention and agrees to the expenditure.

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, and the Niagara District Labour Council.

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/ conferences shall be held at a regular General Membership Meeting. A plurality of votes shall determine the election results. If a member in good standing of the Local holds an elected position on the executive of CUPE National, The Ontario Division of CUPE, The Ontario Federation of Labour, or The Canadian Labour Congress, he or she shall act as delegate to the convention or conference without having to run for election.

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 Niagara 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.

16.6 The OUWCC Campus Representative shall be elected in accordance with the Constitution and Bylaws of the OUWCC. Should the Campus Representative come from this local, the Campus Representative shall attend all meetings of the OUWCC and regularly report on the Committee's activities to the Local.

16.7 Should a delegate to the Niagara Regional CUPE Council or the Niagara Regional Labour Council fail to attend three of the last five meetings of the Council without a reason acceptable to the Executive Committee for her or his absence, the executive Committee may 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.

16.8 Should a delegate to the Niagara Regional CUPE Council or the Niagara Regional Labour Council be unable to attend a meeting of the council, and have knowledge of her or his absence in advance, or should any delegate position be vacant, the executive may appoint an alternate to attend the meeting in place of the regular delegate.

Article 17: Donations

- (a) 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

- (b) The local shall donate \$100 per month to the Ontario Coalition Against Poverty (OCAP). This money shall be donated to the Niagara chapter of OCAP, if such a chapter exists. If no such chapter exists, the money shall be donated to the main branch of OCAP in Toronto.

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: Benefits Committee

- a) The Benefits Committee shall be deemed the Trustee the responsible party for any health benefit program(s) belonging to CUPE 4207.
- b) The Benefits Committee shall be responsible for all administrative functions of any health benefit program of CUPE 4207 from moneys received directly from the Employer to CUPE 4207.
- c) The Committee shall consist of ex-officio members (President or Designate from the Executive, Treasurer or Designate from the Executive), the Chair (as determined in (d) and (f)), and members who are in attendance at the meetings.
- d) At the first meeting held during the fiscal year (May 1-April 30), which shall be called by an ex-officio member, the Committee shall choose a chair whose responsibilities include
 - i. liaising with the benefits provider on all matters;
 - ii. calling all subsequent meetings of the Benefits Committee;
 - iii. ensuring all proper invoicing is received to the Treasurer and remitted to the benefits provider
 - iv. oversee the balancing of membership requests with financial resources available as defined in (b) for health benefits.
- e) The Chair shall receive two stipends to be distributed semi-annually at the sum of \$150 (October 31, 2018 and April 30, 2018 - paid by CUPE 4207);
- f) The Chair may be any member in good standing of CUPE 4207.
- g) If the membership chooses to recall the Chair, a petition shall be made to the Executive with 10 signatures, and the Executive or General Membership shall be empowered to motion to declare the Chair position vacant.
- h) Should any decision of the General Membership be made regarding a health benefit program within the scope of the Benefits Committee's mandate, the Benefits Committee must determine whether there are available funds to administer this request without putting the future of the benefit program in question at risk. If it is determined that there are financial risks that may

occur from a decision of the General Membership, any moneys used to enact that decision must come from CUPE 4207 accounts that are not related to the health benefits.

Article 20: Policies

- a) Policies may be created for the purpose of instructing elected members on the organizational practices of the local but remain subject to the bylaws of CUPE 4207 and the CUPE Constitution.
- b) Respecting the plenary authority of the General Membership
 - i. Policies created by the Executive may be amended, removed, suspended, or added at Executive Committee Meetings or General Membership Meetings;
 - ii. Policies created by the General Membership may be amended, removed, suspended, or added at General Membership Meetings.
- c) Policies of Committees of the Local may be created within the committees and used for their operations, but are subordinate to other policies and the CUPE 4207 bylaws and the CUPE Constitution.
- d) The threshold for amending, removing, suspending, or adding policies shall be a 2/3 majority from a motion to reconsider, which may be brought forward by any member, no notice of motion shall be required.
- e) In support of our committee structure, the preferred venue for bringing forward concerns and initiating changes to policy is the Policy, Bylaw and Finance Committee

Article 21: 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 October 27, 2011, 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 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 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.

Appendix "B" – Enumerated Equity-seeking Groups

- 1) The following groups are recognized as "equity-seeking" (in no particular order):
 - (a) Racialized Workers;
 - (b) Women;
 - (c) Indigenous, Aboriginals, First Nations, Métis, Inuit;
 - (d) Lesbians, Gays, Bisexuals, Transgendered, Transsexual, Intersexed, Two-Spirited, Queer (LGBTTIQ);
 - (e) Workers with Disabilities.
- 2) Only members who self-identify as belonging to one (1) or more of these enumerated groups shall be eligible to stand for election to the position of Equity Officer. In the event that the position is vacated or otherwise unfilled, the Executive Committee may appoint any member in good standing to fill the position *pro tem* until such time as a membership meeting can be called and a by-election held.