

# Proposed Bylaw Changes

## ARTICLE 7: OFFICERS

### 7.3 Duties of the President

- The President shall be responsible, in conjunction with the Executive Committee, for the smooth and efficient operation of the Local.
- The President shall sign all authorizations, contracts, and other official documents of the Local. In conjunction with the Treasurer, they shall be responsible for accounting for all funds of the Local.
- The President shall report to the membership at each general membership meeting regarding the actions of the Executive Committee.
- The President shall chair all meetings of the local union.

The President shall:

- Act as a member of the Bargaining Committee.
- 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.
- Attend all Stage 2 grievance meetings, grievance mediations and arbitrations.
- Act as the spokesperson for the Local.
- Be given preference to serve as a delegate to the following conventions: CUPE National, CUPE Ontario Division, **and** CLC., ~~and OFL.~~
- The President, Executive Committee, or the General Membership may assign a designate from the Executive Committee to complete functions due to absence or unavailability.
- Take necessary action to ensure that all Officers are accountable and to ensure that all Officers perform their assigned duties for the proper functioning of the Local.
- Interpret these bylaws as required.
- Enforce the CUPE National Constitution, these bylaws, and the Equality Statement.
- Alongside the Outreach Officer, oversee the work of the Media Relations Coordinator.

## ARTICLE 17: 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, **and Health & Safety Officer or Designate from the Executive**), the Chair (as determined in (d) and (f)), and members who are elected at the Annual Meeting.

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 on (~~ October 31 and April 30); **to cover out-of-pocket expenses.**

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.~~

**g)** 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 14: EXPENSES

14.1 Members of the Local delegated to attend overnight seminars, conferences, conventions, or any other approved business shall receive a per diem of ~~seventy-five~~ **ninety** dollars (~~\$75~~ **\$90**) per day, greater than three hours, including travel time, for expenses; members shall receive a per diem of ~~thirty-seven~~ **forty-five** dollars and fifty cents (~~\$37.50~~ **\$45**) 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~~ **twenty** dollars (~~\$15~~ **\$20**); lunch provided, deduct ~~twenty~~ **five** dollars (~~\$20~~ **\$25**); supper provided, deduct ~~thirty-five~~ **forty** dollars (~~\$35~~ **\$40**). 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.

## ARTICLE 15: AFFILIATIONS

15.1 In addition to the Canadian Labour Congress, the Local shall be affiliated to the Ontario Division of CUPE, the Niagara District CUPE Council, the Hamilton and District Labour Council, and the Niagara District Labour Council.

15.2 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, they shall act as delegate to the convention or conference without having to run for election.

15.3 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.

15.4 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.

15.5 The **Ontario University Workers Coordinating Committee (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.

15.6 Should a delegate to the Niagara Regional CUPE Council, **Hamilton and District Labour 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 their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.

## ARTICLE 11: NEGOTIATION OF COLLECTIVE AGREEMENTS

### 11.1 Bargaining Committee

- The Bargaining Committee for Unit 1 shall consist of six 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.
- The Bargaining Committee for Unit 2 shall consist of ~~two~~ **one** 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 2 shall be eligible to run for these positions.
- The Bargaining Committee for Unit 3 shall consist of three 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. Only members in good standing of Unit 3 shall be eligible to run for these positions.
- The Bargaining Committee for Unit 4 shall consist of three 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. Only members in good standing of Unit 4 shall be eligible to run for these positions.
- 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.
- 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.
- There shall be a member of the Unit 1 bargaining committee who is both a graduate student of Brock University and member of CUPE 4207. 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.
- There shall be a member of the Unit 1 bargaining committee who is an Instructor at Brock University. If there is no Instructor bargaining committee member and there is no alternate to replace them who can become an Instructor bargaining committee member, then an election shall be called pursuant to the bylaws.