

# **BY LAWS**

**OF**

**CUPE**

## **KINGSTON LOCAL 229 AT QUEEN'S UNIVERSITY**

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To begin, let us acknowledge that Cupe 229 at Queen’s University is situated on traditional Anishinaabe and Haudenosaunee territory. We are grateful to be able to live, learn, work and play on these lands.

**PREAMBLE**

This Local of the Canadian Union of Public Employees is formed to work for improvements of the political, economic and social welfare of all its members, to promote public service through organized public employment, and to manifest its belief in collective labour activity.

This Local is founded upon the principles of democratic government by its membership, full administration accountability and allegiance to the CUPE Constitution.

This Local shall respect and apply the CUPE National Equality Statement to all of the chartered organizations’ activities. The CUPE National Equality Statement can be found in Appendix “B” to these bylaws.

**BY-LAW AUTHORITY**

The following By-laws are adopted by the Local pursuant and subordinate to the CUPE Constitution, with special reference to its Appendix “B”.

**SECTION 1 – NAME**

The name of this Local shall be the Canadian Union of Public Employees, Local 229 at Queen’s University, referred to as the “Local”.

## **SECTION 2 – OBJECTIVES**

- a) The objectives of the Local are to secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- b) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- d) Encourage the settlement by negotiation and mediation of all disputes between the members and their employer.
- e) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears.
- f) Establish strong working relationships with the public we serve and the communities in which we work and live.

## **SECTION 3 - INTERPRETATION AND DEFINITIONS**

- a) Masculine pronouns shall be understood to include the feminine gender.
- b) All rights, responsibilities and opportunities ascribed by these By-laws and by policies adopted under these By-laws shall apply equally and in full to all members regardless of sex.

## **SECTION 4 – MEETINGS**

- a) A regular membership meeting shall be held each month on the second Tuesday at 7:00 p.m., except for July and August, unless a change is noted from the previous regular meeting or written notice is given, at least 48 hours prior.
- b) Special membership meetings may be ordered by the executive board or requested in writing to the President by no fewer than fifteen members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least 48 hours' notice of the meeting and the agenda to be discussed. No other business shall be transacted at the special meeting other than that for which the notice was given.
- c) A quorum for the transaction of business at any regular or special meeting shall be fifteen members, including at least three members of the executive. If quorum is not achieved within ten (10) minutes of the call to order, then the business of the local shall be conducted by a majority of the Executive Board. Any decisions made by the Executive Board will be reported back to the membership at the next meeting.

- d) The order of business at regular membership meetings is as follows:
1. Land Acknowledgement
  2. ROLL CALL OF OFFICERS
  3. READING OF THE EQUALITY STATEMENT
  4. INITIATION OF NEW MEMBERS
  5. MINUTES OF PREVIOUS MEETINGS READ AND APPROVED
  6. MATTERS ARISING OUT OF THE MINUTES
  7. TREASURER'S REPORT AND APPROVING EXPENDITURES
  8. CORRESPONDENCE
  9. EXECUTIVE BOARD REPORT
  10. REPORTS FROM COMMITTEES AND DELEGATES
  11. NOMINATIONS, ELECTIONS, OATH OF OFFICERS
  12. UNFINISHED BUSINESS
  13. NEW BUSINESS
  14. GOOD OF THE UNION
  15. ADJOURNMENT
- e) For the purpose of exchanging information to and from the members, meetings may be held which may only concern some members of the Local (i.e., work area, classification, department or Bargaining Unit). Notice for such meetings must be given to all executive members and all members of the group designated. Sign-in shall take place and at least two Executive Board Officers must be present. No motions will be allowed nor minutes be kept of such meetings. Only members in good standing and guests will be allowed to attend. Notice of motions may be made to bring to the regular general membership meeting.
- F) Local 229 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

## **SECTION 5 – OFFICERS**

The executive officers of the Local shall be:

President  
Vice-President (Queen's)  
Vice-President (Food Services)  
Secretary-Treasurer  
Recording Secretary  
Chief Steward (Queen's)  
Chief Steward (Food Services)  
Chief Steward (Donald Gordon)  
Sergeant at Arms  
WSIB/Return to Work Chair

In addition, other officers of the Local shall include Past President and Standing Committee Chairs, Stewards, and the three Trustees.

## **SECTION 6 - EXECUTIVE BOARD**

- a) The executive board shall comprise all Executive Officers, the Past President and the Chairs of the Standing Committees as specified in Section 12.
- b) The executive board shall meet during the last week of each month and on a day and at a time, for the full year, with a meal at time of meeting not to exceed \$250, agreed to by a majority of the board, unless a change is noted from the previous executive board meeting and the December meeting shall include both incoming and outgoing members of the executive board.
- c) A majority of the board shall constitute a quorum.
- d) The board shall do the work delegated to it by the membership and shall be held responsible for the proper and effective functioning of all committees.
- e) Should any board member fail to answer the roll call for three consecutive regular membership meetings or three consecutive regular executive board meetings without having submitted good reasons for those failures, their office shall be declared vacant and shall be filled by an election at the following membership meeting.
- f) The duties of the executive board shall be to:
  - i) prepare the agenda for the next regular meeting;
  - ii) monitor and approve all out-of-pocket expenses;
  - iii) approve all absences from work for Union activities that require the reimbursement of wages to the employer or the member;
  - iv) receive written reports and recommendations from committees;
  - v) make recommendations to the membership regarding committee reports, delegates to conventions and educational seminars, and on any other matters necessary;
  - vi) prepare a yearly budget and present it to the membership for approval;
  - vii) transact business on behalf of the Local between regular membership meetings.

- viii) Participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.
- ix) Appoint a member in good standing to fulfil an office that has become vacant until such time as a bi-election can be held provided it is no longer than three (3) months.

### **SECTION 7 - DUTIES OF OFFICERS**

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

a) **The President:**

- 1) enforce the CUPE Constitution, these By-laws, and the Equality Statement;
- 2) preside at all membership and executive meetings and preserve order;
- 3) decide all points of order and procedure (subject always to appeal to the membership);
- 4) have a vote on all matters (except appeals against their rulings
- 5) ensure that all officers perform their assigned duties;
- 6) fill committee vacancies where elections are not provided for by appointment;
- 7) introduce new members and conduct them through the initiation ceremony;
- 8) sign cheques and ensure that the Local’s funds are used only as authorized or directed by the Constitution, By-laws, or vote of the membership;
- 9) have first preference as a delegate to all Conferences and Conventions. Should the President forego this preference, an alternate may be chosen from the Executive Board to attend in his/her place decided by a majority vote of the Executive Board.
- 10) be ex officio of all committees;
- 11) transact such other business as may pertain to their office and which may be necessary for the proper functioning of the Local;
- 12) be encouraged to complete at least one educational course per year;
- 13) on termination of office surrender all books, records, and other property of the Local to their successor;
- 14) make a regular report of Union activities.
- 15) Be allowed necessary and reasonable funds, to reimburse the President or any officers for expenses incurred on behalf of the Local. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.

b) **Vice-President-Queen’s and Vice-President-Food Services:**

- 1) if the President is absent or incapacitated, each Vice-President shall perform all duties of the President for their designated unit and shall alternate the chairing of meetings of the local;
- 2) if the office of President falls vacant, the Executive Board will elect one of the Vice-Presidents to be Acting President until a bi-election is held for a new President;

- 3) render assistance to any member of the board as directed by the board;
- 4) have the authority to co-sign cheques along with the President or the Secretary-Treasurer;
- 5) make a regular report of Union activities;
- 6) be encouraged to complete at least one educational course per year;
- 7) alternately make a regular report of the executive board activities at membership meetings;
- 8) on termination of office surrender all books, records, and other property of the Local to their successor.

c) **The Chief Steward - Queen's, Food Services and Donald Gordon Centre**

- 1) render assistance to any member of the board as directed by the board;
- 2) handle all grievances for the Bargaining Unit employees they represent, along with the shop steward;
- 3) keep an up-to-date file on all grievances and arbitrations;
- 4) make a regular report of all grievances and arbitrations for their Bargaining Unit;
- 5) chair the Union/Management Committee for their Bargaining Unit;
- 6) on termination of office surrender all books, records, and other property of the Local to their successor.
- 7) Be encouraged to complete at least one educational course per year;
- 8) The Chief Steward shall meet quarterly with their shop stewards to discuss activities and reports within their jurisdictions.

d) **The Recording Secretary:**

- 1) keep a full, accurate and impartial account of all proceedings of all regular, special membership and executive board meetings. These records must also include a copy of the full financial report and the written financial report presented by the secretary-treasurer. The record will also include the trustee reports;
- 2) record all amendments and/or additions in the By-laws and make certain these are sent to the National President for approval;
- 3) answer correspondence and fulfil other secretarial duties as directed by the executive board;
- 4) file a copy of all letters sent out and keep on file all communications;
- 5) prepare and distribute all circulars and notices to members;
- 6) have all records ready on reasonable notice for auditors and trustees;
- 7) be empowered, with the approval of the executive board, to employ necessary stenographic or other assistance to be paid for out of the Local's funds;
- 8) make regular report of Union activities;
- 9) be encouraged to complete at least one educational course per year;
- 10) on termination of office, surrender all books and records, seals and other property of the Local to his successor.
- 11) Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings)

and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.

e) **The Secretary-Treasurer:**

- 1) receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money in the Credit Union;
- 2) Prepare all CUPE National per capita tax forms and remit payment including initiation fees of all members admitted, no later than the last day of the following month;
- 3) Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local.
- 4) Record all financial transactions in a manner acceptable to the board and in accordance with good accounting practice;
- 5) Make a financial report at regular monthly meetings and have a written report available;
- 6) Sign all cheques and pay no money unless supported by a voucher duly signed by any two other members of the executive board with signing authority, or by a duly passed motion of the general membership. No voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- 7) 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 Trustee.
- 8) Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- 9) Be empowered, with the approval of the executive board to employ the necessary clerical assistance to be paid out of the Local's funds;
- 10) Be encouraged to complete at least one educational course per year;
- 11) On termination of office surrender all books, records, and other property of the Local to their successor;
- 12) Be ex officio to all committees that deal with financial matters as designated by the board;
- 13) Preside over all meetings in the absence of the President and the Vice-Presidents.

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

- 1) guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present;
- 2) maintain the record of membership attendance at all meetings;
- 3) notify the executive board of any officer who does not meet the attendance requirements as laid down in Sections 6 e), 10 a) and Appendix "B";

- 4) perform such other duties as may be assigned by the board from time to time;
- 5) maintain an updated list of all Union members;
- 6) be encouraged to complete at least one educational course per year;
- 7) on termination of office, surrender all books, records and other property of the Local to their successor.

g) **The Trustees:**

- 1) act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer once every calendar year;
- 2) submit in writing to the Executive Board any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
- 3) ensure that moneys are not paid out without proper constitutional or membership authorization;
- 4) ensure that proper financial reports are made to the membership;
- 5) audit the record of attendance and minutes of all meetings;
- 6) 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;
- 7) use the audit forms supplied by the National Office and send a copy of the audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution;
- 8) Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - Completed Trustee Audit Program
  - Completed Trustees' Report
  - Secretary-Treasurer Report to the Trustees
  - Recommendations made to the President and Secretary-Treasurer of the Local
  - Secretary-Treasurer's response to recommendations
  - Concerns that have not been addressed by the Executive Board.
  - Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.
  - Make a written report of their findings to the first membership meeting following the completion of each audit.
- 9) be encouraged to complete at least one educational course per year;
- 10) on termination of office, surrender all books, records and other property of the Local to their successor.

h) **The Stewards:**

- 1) see that all members in their department are treated fairly under the agreement and policies and practices of the Employer;
- 2) greet all new members and encourage them to attend regular membership meetings;

- 3) handle grievances for their department, along with the Chief Steward;
- 4) define, detect, prepare, and present grievances at the initial level;
- 5) generally, know and police the Collective Agreement and provincial or federal legislation affecting labour and a particular job;
- 6) provide communications and information from the members in the Unit to the executive and from the executive to the members, including distribution of Union literature and newspapers;
- 7) encourage the participation of all members of the Unit in Union activity;
- 8) maintain daily contact with the members to provide ongoing Union awareness and education;
- 9) be encouraged to complete at least one educational course per year;
- 10) on termination of office, surrender all books, records and other property of the Local to their successor.
- 11) meet quarterly with their chief stewards to discuss activities and reports within their jurisdictions;
- 12) All new stewards elected in December shall be required to take CUPE's "Introduction to Stewarding" course as soon as available to fulfil their obligations before out-of-pocket expenses are compensated.

I) **The Committee Chairs:**

- 1) perform the duties as outlined in Section 12: Standing Committees and perform other duties as assigned by the executive board;
- 2) sit as full members on the executive board;
- 3) on termination of office, surrender all books, records and other property of the Local to their successor;
- 4) be encouraged to complete at least one educational course per year.

j) **The Past President:**

- 1) sit as a full member of the executive board for one year;
- 2) perform other duties as assigned by the executive board;
- 3) on termination of office surrender all books, records, and other property of the Local to their successor;

k) **WSIB/Return to Work Chair:**

- 1) represent and assist members in back to work programs and W.S.I.B. claims;
- 2) keep current with changes to W.S.I.B. processes and keep accurate records;
- 3) make a regular report to the executive board;
- 4) on termination of office surrender all books, records, and other property of the Local to their successor;
- 5) be encouraged to complete at least one educational course per year.

## SECTION 8 – FINANCIAL

- The following expense allowance shall be paid, without need for supportive vouchers, to elected officials of the Local as compensation for normal and miscellaneous out-of-pocket expenses: transportation, parking, meals, phone calls, use of homes for office work and the keeping of Union records:

President	\$250.00 per month
Vice-Presidents - Queen's/Food Services	\$200.00 per month
Chief Steward - Queen's/ Food Services/DGC	\$175.00 per month
Secretary-Treasurer	\$250.00 per month
Recording Secretary	\$175.00 per month
WSIB/Return to Work Chair	\$200.00 per month
Sergeant-At-Arms	\$150.00 per month
Social Committee Chair	\$150.00 per month
Education Committee Chair	\$150.00 per month
Health and Safety Chair	\$100.00 per month
Shop Stewards	\$50.00 per month
Trustees	\$200.00 per audit

- b) Expense allowances shall be paid by the month for officers who have fulfilled their responsibilities in compliance with the By-laws.
- c) Shop Stewards will be paid quarterly provided they have fulfilled their duties including attendance at regular meetings.
- d) All regular wages lost by members while on approved Union activity will be paid by the Employer at the member's prevailing rate of pay according to the Collective Agreement and the Local will reimburse the Employer for same.
- e) Paid cell phone allowance of (\$100) or one provided by local
- f) All members elected to attend conferences, educational or conventions shall have their accommodations paid by the Secretary-Treasurer, be paid transportation expenses (at economy, tourist, or coach rates) as determined by the Secretary-Treasurer and be paid per diem in advance of the event for expenses according to the following:
  - I) When held in the Greater Kingston Area and an event is all inclusive a per diem of \$20.00 per day will be paid.
  - ii) When held in the Greater Kingston Area and an event is not all-inclusive a per diem of \$35.00 per day will be paid.
  - iii) When held outside the Greater Kingston Area and the event is all inclusive a per diem of \$35.00 per day will be paid.
  - iv) When held outside the Greater Kingston Area and the event is not all inclusive, a per diem of \$95.00 per day will be paid.
- v) Members shall be reimbursed for legitimate out-of-pocket expenses incurred in the performance of their duties as designated and approved by the executive board.  
*"All inclusive" shall mean when meals and/or accommodations are included in registration.*

- g) Representation at educational institutes and seminars, conferences and conventions shall be on the recommendations of the Executive Board and approved by the general membership.
- h) Each cheque must be signed by two signing Officers, one of which must be the Secretary-Treasurer
- I) Ordinary operating expenses and bills for expenditures already approved at membership meetings shall not require a vote. For the purposes of strike appeals, grants or donations, any sum over \$1000.00 shall require a notice of motion to be given in writing and be voted on at the next membership meeting.
- j) No member shall receive expense allowances for more than one position. Expenses shall be paid at the higher level.
- k) Refer to Appendix "C" for further financial policies regarding finances.

### **SECTION 9 - FEES, DUES AND ASSESSMENTS**

- a) **Initiation Fee**  
Each application for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation or readmission fee of one (\$1.00) dollar which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.
- b) **Monthly Dues**  
The monthly dues shall be 1.6% of the hourly rate for all regular hours paid per month (1.5% for operating the Local and 0.1% for the defence fund).
- c) **Local Defence Fund**  
CUPE Local 229 Defence Fund will be maintained with 0.1% of the 1.6% dues collected to be deposited in a special account at the Credit Union in such manner as to be immediately available on request.

Auditing and signing authority shall be on the same basis as the general operating funds of the Local. All interest accrued from the investment of the Fund shall remain with the Fund. Expenditures must be recommended by the executive board and approved by the membership. The Defence Fund will be available to recover costs not provided for by the National Defence Fund. This will include rental of strike headquarters, telephone charges, leaflets, picket signs, coffee, kitchens, etc. The Fund will also be available to supplement 50% of the costs not covered by the National in the case of arbitration required during negotiations and the 25% of the costs of representation before such a board. Funds may be used to offset costs incurred during legal matters such as injunctions or in precedent-setting arbitration cases. In the case of co-ordinated informational and lobbying campaigns, funds may be used on a 50/50 basis with the National Fund.

- d) **Assessments**  
Assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

- e) **Changes to Dues and Fees**  
Changes in the level of the Initiation Fee or the Monthly Dues can be affected only by following the procedure for amendment of these By-laws (see Section 14) with the additional provision that the vote must be by secret ballot. Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these By-laws will be deemed to have been automatically amended to conform to the new CUPE minima.
- f) A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union. A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

## **SECTION 10 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

- a) **Nomination**  
Nominations to an executive position shall be received at the regular membership meeting held in the month of December. To be eligible for nomination for an executive position, committee chair or as a delegate to a conference or convention, a member y that a member be in good standing. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting their consent in writing, duly witnessed by another member.

No member may be elected to more than one executive position.

- b) **Elections and Term**  
1) The positions of President and Recording Secretary shall be a three-year term beginning in January. The positions of Secretary-Treasurer and both Vice-Presidents shall be a three-year term beginning in January.

The four positions of Health & Safety Co-Chair shall be for a three-year term each, with two being elected each year in their respective areas pursuant to Section 12 (f) herein.

The positions of Education Chair, Social Chair and WSIB/Return to Work Chair shall be elected for a three-year term.

At the first election of officers in the Local, the three trustees shall be elected to a three-year term respectively. In each successive year, one trustee shall be elected to a three-year diminishing term.

The three Bargaining Committee members for the Queen's Bargaining Unit shall be three-year terms with the same structure and provisions as the trustees.

All other positions including Chief Stewards, Sergeant-At-Arms, Committee Chairs, Stewards and delegates for any regional labour council to which the Local is affiliated shall be a three-year term beginning in January of each year.

- ii) The members shall elect a returning officer and at least one (1) assistant who are neither an officer or intend to be candidates and shall be responsible for issuing, collecting, and counting ballots. They shall be fair and impartial and see that all arrangements are unquestionably democratic.
- iii) The voting shall take place at the regular membership meeting in the month of December. The vote shall be by secret ballot.
- iv) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another position.
- v) Election to any position will be voted on by all members of the Local with the following exceptions:
  - 1) The Chief Stewards and the members of the Negotiating and Union/Management Committees will be elected by the members of the Bargaining Unit they are to represent.
  - 2) Stewards shall be elected by and from the group of members they are to represent.
- vi) 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 with the lowest number of votes in the previous ballot shall be dropped.
- b) vii) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- viii) Any member may request a recount of the votes for any election, immediately following such an election and a recount shall be conducted if the request is supported, in a vote, by at least fifteen members.
- (ix) Upon election to an office the member shall repeat the oath of office as outlined in the CUPE Constitution Article XI, section 11.7 (b).
- (x) No proxy vote will be part of the election process.
- (xi) In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary, until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.

- c) **Installation**
  - I) All duly elected candidates shall be installed at the December meeting following the election and take office in January which shall continue until the end of their term as laid down in Section 10 b) I).
  
- d) **By-Elections**
  - I) Should an office fall vacant pursuant to Section 6 e) or Appendix “B” of these By-laws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.

### **SECTION 11 - DELEGATES TO CONVENTIONS**

- a) Upon receipt of all calls to conferences or conventions, notice of such will be placed on the proposed agenda for the next regular membership meeting.
  
- b) The membership shall decide the number of delegates to be sent up to the number acceptable for each conference or convention. The Executive Board shall determine who shall attend any conference or convention with the President, Vice-President-Food Services and the Secretary-Treasurer having first options. (If the President of the Local is a Food Service Worker, the Vice-President of Queen’s shall have first option). Eligibility for delegates shall be the same as for executive positions as laid down in Section 10 a) of these By-laws. Priority shall be given to active chairs and committee members. Upon short notice cancellations of a delegate scheduled to go to a conference/convention, the President shall choose an alternative.
  
- c) Delegates should be prepared to give a brief verbal or written report from their attendance at any conference or convention and make any material they receive accessible to the membership.
  
- d) If eligible, at least one of the delegates will be selected from the Food Services bargaining unit for any conference or convention to which the executive board decides to attend.
  
- e) While in attendance at a conference or convention or educational, delegates shall conduct themselves in accordance with CUPE’s code of conduct and will sit at all scheduled events on the floor to represent the Local or be in attendance in all classes of the course paid for by the local. If an individual fails to act appropriately or attend as required at conference, convention or educational, the Executive Board will be charged with determining if they will fully reimburse the Local for all costs incurred to send them. These delegates shall be disqualified from attending further events for a minimum of one year.

## **SECTION 12 – STANDING COMMITTEES**

a) **Negotiating Committee (Queen’s)**

The Negotiating Committee for Queen’s shall be elected at the December meeting two years prior to the expiration of the collective agreement and shall consist of the President and three members to be elected as provided in Section 10 b) I). In the event of extended negotiations, the Committee shall continue until a new Collective Agreement is signed. 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 members of this Committee shall have at least one (1) member from P.P.S. Operations and Maintenance, P.P.S. Custodial services, and Residence.

b) **Union Management Committee (Queen’s)**

The members of the Union-Management Committee shall be elected at the December meeting and shall remain in office for one year beginning January 1<sup>st</sup>. The function of the Committee is to meet with management on a monthly basis to discuss problems. It is understood that the Union-Management Committee will assist the Negotiating Committee with negotiations. The Committee shall consist of the President, Chief Steward and one representative from each of the following departments. These shall be, Physical Plant Services (Operations & Maintenance), Physical Plant Services (Custodial Services), Residence Operations, and Parking, for a total of six (6) members.

c) **Negotiating/Union-Management Committee – (Food Services)**

Each Negotiating/Union-Management Committee shall be elected at the December meeting and shall remain in office for one year or in the case of extended negotiations, until the current bargaining is completed and a new Collective Agreement has been signed for each Bargaining Unit, at which time the newly elected Committees shall take office. The function of each Committee is to meet with management on a monthly basis to discuss problems, prepare collective bargaining proposals and to negotiate a Collective Agreement. Each Committee shall consist of six (6) members elected by and from the Bargaining Unit, the Chief Steward, and the President or designate. Members from the Bargaining Unit shall be elected from the following areas:

- 2 from catering
- 2 from retail
- 2 from resident

## Negotiating/Union-Management Committee (Donald Gordon Centre)

Each Negotiating/Union-Management Committee shall be elected at the December meeting and shall remain in office for one year or in the case of extended negotiations, until the current bargaining is completed and a new Collective Agreement has been signed for each Bargaining Unit, at which time the newly elected Committees shall take office. The function of each Committee is to meet with management on a monthly basis to discuss problems, prepare collective bargaining proposals and to negotiate a Collective Agreement. Each Committee shall consist of three (3) members elected by and from the Bargaining Unit they are to represent, the Chief Steward of each Bargaining Unit, and the President or designate.

For each Bargaining Unit, if no representative from any area stands for election, then that position will be filled by a member at large from that Bargaining Unit. 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.

### d) Social Committee

It is the function of this Committee to arrange and conduct all social and recreational activities of the Local. The Committee shall submit reports and proposals, including projected costs and recoveries, to the executive board for review and to the membership for final approval. The Chair shall be responsible for the proper and effective functioning of this Committee.

The Committee Chair shall be elected in odd numbered years each year at the December meeting and shall recruit or solicit volunteers from the membership to assist, with the President and Secretary-Treasurer as ex officio members.

### e) Education Committee

It shall be the duty of this Committee to arrange for representation of the Local at any appropriate and available educational, seminar or conference and submit recommendations accordingly to the executive board. Recommendations of the members to attend educational shall be based on attendance requirements in Section 10 (a), unless waived by the Executive

Board or election to offices requiring specific training.

This committee is responsible for:

- instructing the delegates in the preparation of reports to the membership on seminars and conferences and maintaining a reference file of these reports;
- co-operating with the executive board in preparing press releases and other publicity material; and
- co-operating with the education department of CUPE and with the regional education representative, in implementing both the Local's and CUPE's policies in these fields.
- the Committee Chair shall be elected in odd numbered years at the December meeting and shall recruit or solicit volunteers from the membership to assist on the Committee, with the President and Secretary-Treasurer as ex officio members.

f) **Health and Safety Committees**

There shall be two co-chairs for the Queen's unit one for Residence, one from PPS, one co-chair from the Food Services, one co-chair from Donald Gordon Centre, unit who are elected as per Section 10 b) and shall have taken the Thirty-Hour Health and Safety Course or be willing to take the next available course. They shall be our representative(s) on any central Joint Health and Safety Committee and submit reports at membership meetings. They shall make recommendations to the executive board as to appropriate representation to the Local Joint Committees.

The Committee shall consist of those representatives on the Local Joint Committee whose duties shall be:

- to discuss and co-ordinate issues across the campus in order to continually upgrade the quality of the workers' environment;
- to review and prepare recommended revisions of the clauses of the Collective Agreement;
- advise the executive board on resource material needed to maintain and update the Local's Health and Safety library;
- keep an up-to-date file of all minutes and correspondence received. g)

**Grievance Committee – One for Each Bargaining Unit**

- i) The Grievance Committee shall consist of the Chief Steward, the Shop Steward(s) and the President or designate(s).
- ii) The Chairperson of the Committee shall be the Chief Steward or designate.
- iii) The informal and first stage of the grievance procedure should be processed through the Shop Steward with the assistance of the Chief Steward.
- iv) All written grievances are the property of the Local.
- v) The decision whether to proceed to Step 2 or Step b shall rest with the Grievance Committee and shall be based on the facts and merits of the case.
- vi) All decisions to proceed to arbitration must be approved by the membership and shall be based on the facts and merits of the case.
- vii) The griever(s) must be notified in writing of the place and time of the meeting where this decision will be reached, and they will have an opportunity to speak to the membership on their behalf if they so choose.

h) **Equity Committee**

It is the function of this Committee to advance the equitable treatment of all members with specific attention given to women, racial minorities, aboriginal people, the disabled, members of any group who are disadvantaged because of discrimination in any form. The Committee shall promote CUPE policies relating to equity issues including employment equity; rights of gay/lesbian & bi-sexual; injured workers and the disabled.

The Committee Chair shall be elected each year at the December meeting and shall recruit or solicit volunteers from the membership to assist on the Committee, with the President and Secretary-Treasurer as ex-officio members.

**SECTION 13 - RULES OF ORDER**

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these By-laws as Appendix "A". These rules may be amended only by the same procedure used to amend these By-laws.

In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but, if the situation is not dealt with then BOURINOT'S RULES OF ORDER shall be consulted and applied.

**SECTION 14 – AMENDMENT**

- a) These By-laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and 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) These By-laws shall not be amended, added to, or suspended except upon a majority vote of those members present and voting at a regular or special meeting, upon at least seven days' notice at a previous meeting or at least sixty days' written notice having been given and further provided that such amendments do not conflict with the Constitution.
- (c) 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.

## APPENDIX "A"

### RULES OF ORDER

- (1) The President shall take the chair at all membership meetings. In the absence of the President, the line of succession shall be: Vice-President and the Secretary-Treasurer.
- (2) No member, except the chair 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. Chairs and movers of a resolution shall be limited to ten 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, they shall rise in their place and respectfully address the presiding officer, but except to state that he rises to a point of order or on a question of privilege, 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, indecent, or offensive language, as well as any poor reflection on the Local or member thereof.
- (13) If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.
- (14) No religious discussion shall be permitted.
- (15) The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
- (16) The presiding officer shall have the same rights as other members to vote on any

- question. In case of a tie, they may in addition give a casting vote, or, if they choose, refrain from breaking the tie, in which case the motion is lost.
- (17) When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three 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, they 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 their challenge. The chairperson may then state briefly the basis for their 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.
  - (25) The Local's business, and proceedings of meetings are not to be divulged to any persons outside the Union or the Canadian Union of Public Employees.
  - (26) Voting by proxy will not be allowed under any circumstance.

## APPENDIX "B"

### SHOP STEWARDS

The shop steward should be elected, by and from the group they are to represent, by a secret ballot. Group shall mean department for Queen's workers and Bargaining Unit for full-time and part-time Food Service workers. Provision is made for the appointment of a shop steward by the executive board if a group neglects or refuses to elect a shop steward.

There shall be a minimum of one steward from each department at Queen's elected for a one-year term at the December meeting.

For the Food Service workers, there shall be a minimum of one shop stewards for each of the work areas, one for the Bargaining Unit, to be elected for a one-year term at the December meeting.

For the Donald Gordon Centre workers, there shall be a minimum of one shop stewards for the work area, one for the Bargaining Unit, to be elected for a one-year term at the December meeting.

Any steward failing to answer the roll call at regular membership meetings, without having submitted good reason for those failures prior to the next meeting, shall have their position declared vacant after the third consecutive occurrence and be replaced at the next membership meeting.

Stewards who are transferred to another department shall lose their stewardship and the vacant position shall be filled at the next membership meeting.

All stewards will attend quarterly meetings with the Chief Steward.

At the beginning of each year, the Education Committee shall arrange a Steward Training Level 1 course for all new shop stewards. Any steward having already completed this program shall have the option of taking another training course offered by CUPE. All stewards and officers shall be encouraged to take CUPE training courses.

## **APPENDIX "C"**

### **BASIC POLICIES ENFORCEABLE UNDER THE BY-LAWS**

#### **BONDING**

The signing officers will be bonded through the National Office and shall consist of the President, Vice-Presidents and Secretary-Treasurer.

#### **BUDGET**

A budget should be prepared yearly and reviewed semi-annually by the executive board and submitted to the membership for approval at the regular meeting in February. It should be based on the projected income from dues and known expenses, such as per capita tax to all affiliations, hall rentals, supplies, delegates to seminars, conferences, conventions, negotiations, etc.

The general funds should be placed in a checking account. However, once a budget is approved and monthly expenses determined, the balance should be placed in a savings account or other appropriate form where it will accumulate interest. If necessary, money can be transferred from this account to the chequing account.

#### **RECORDS FOR SOCIAL FUNCTIONS**

Admission tickets to social functions should be printed and numbered so that an accurate account can be made of all tickets sold and all tickets returned to the chair.

An accurate record should be kept of all receipts and expenses at any social function. If tickets are sold, they should be rolls of tickets with numbers so that they can be checked out at the end of each social function.

#### **RECEIPTS AND INVOICES**

All receipts and invoices should be kept in an orderly filing system by month/year in order of date paid with the cheque number indicated on the invoice.

#### **MINUTE BOOK**

The minute book should properly record all motions made including those where moneys are to be spent or bills paid.

Minute books of the Local should be kept on file for the audit and to provide a proper historical record of the projects and activities of the Local.

The printed minutes, once approved by the membership, shall be signed by the presiding officer and one other member of the executive (i.e., the Recording Secretary) and be kept in chronological order in a bound file and this shall become the official minute book.

#### **RATIFICATION OF COLLECTIVE AGREEMENT**

A special meeting shall be called as soon as a tentative Agreement has been reached and copies made for all members of that Bargaining Unit to appraise at said meeting. The actual vote on the

tentative Agreement shall be taken after a thorough discussion of all issues of the Agreement has taken place at the special meeting. A poll shall be set up for members to vote by secret ballot. At least two (2) trustees or designates to be appointed by the executive board shall be present during the above vote.

In the absence of Trustees, two (2) scrutineers shall be appointed. Any proposed changes to the above must be approved by the executive board. Voting by proxy will not be allowed under any circumstance.

### **STRIKE POLICY**

All strikes shall be called or terminated only in strict conformity with the National Defence Fund Regulations.

### **TRIALS**

All charges against a member of the Local of violations of the provisions of these By-laws, or the CUPE Constitution, or conduct unbecoming a member of the Local must be specifically set forth in writing and signed by the member making such a charge, and submitted to the Recording Secretary of the Local. Charges against members and trials of such members shall be in conformity with Article B.11 Trials of the CUPE Constitution.

### **DEATH OF A MEMBER, SPOUSE, OR CHILD**

In the unfortunate occurrence of the death or serious illness of a member or a member's immediate family member, a donation of \$100.00 will be sent to the charity of the family's choice and/or flowers not to exceed \$150.00 will be sent to the funeral home.

### **WITHDRAWAL AND TRANSFER CARDS**

Withdrawal and transfer cards shall be granted in accordance with Article B.9 of the CUPE Constitution, if requested by the member. A withdrawal card allows the member to take up active membership in the Local at a later date without paying an initiation or re-admission fee. A transfer card allows a member to join another Local without paying their initiation fee. Members who go on Long-Term Disability benefits should apply within three (3) years for a withdrawal card.

### **DIRECTIONS FOR OFFICERS**

No officer may waive any provision of the Collective Agreement or sign any agreement without bringing it to the executive board for a decision.

Whenever possible, at least two members must be present at meetings with management, unless otherwise directed by the committee.

APPENDIX “D”

## Equality Statement

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.