

## CUPE 229 Proposed Bylaw Amendments

### Housekeeping changes:

- 1) replace every instance of “Donald Gordon Centre” with “Donald Gordon Centre / University Club” and every instance of “DGC” with “DGC/UC”
- 2) replace every instance of “WSIB / Return to Work Chair” with “WSIB / Return to Work Representative”
- 3) fix paragraph numbering in Section 12: d) should be “Negotiating/Union-Management Committee (Donald Gordon Centre)”; e) should be “Social Committee”, etc.

### 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.
- c) The Local has three bargaining units:
  - 1) 229-0 – Custodial and Maintenance employees of Queen’s University (“Queen’s”)
  - 2) 229-1 – Food Service employees of Aramark Canada at Queen’s University (“Food Services”)
  - 3) 229-3 – Hospitality employees of Aramark Canada at Donald Gordon Centre and the University Club (“DGC/UC”)

**Commented [MX1]:** Unnecessary: no instances of masculine pronouns except in Appendix A, which is proposed to be changed (see below)

### SECTION 6 - EXECUTIVE BOARD

- a) ~~The executive board shall comprise all Executive Officers, and the Past President and the Chairs of the Standing Committees as specified in Section 12.~~

**Commented [MX2]:** Necessary to conform to CUPE Constitution: cannot hold more than one position on Executive

### SECTION 7 - DUTIES OF OFFICERS

- a) The President:
  - ...
  - 6) ~~fill committee vacancies where elections are not provided for by appointment;~~
- 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;~~
  - 43) be encouraged to complete at least one educational course per year.
- j) The Past President:
  - 1) ~~have the option to participate in sit as a full member of the executive board meetings with voice but no vote for one year;~~

**Commented [MX3]:** Enables President to fill committee vacancies (but not committee chairs or exec positions) when no one accepts a nomination in elections

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### SECTION 8 – FINANCIAL

- a) 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                     |
| Past President                                      | <u>\$100.00 per month for one year</u> |
| 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 <del>Chair</del> Representative | \$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                             | \$150.00 per month                     |
| <u>Equity Chair</u>                                 | <u>\$150.00 per month</u>              |
| Shop Stewards                                       | \$50.00 per month                      |
| Trustees  | \$200.00 per audit                     |

- k) ~~No member shall receive expense allowances for more than one position. Expenses shall be paid at the higher level.~~

**Commented [MX4]:** Contradicts 8i) which covers expense allowances for people holding multiple positions

### 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.~~  
[Renumber subsequent clauses accordingly]

**Commented [MX5]:** CUPE Constitution no longer requires collecting initiation fee

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

- b) **Elections and Term**  
i) 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~~ Representative 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

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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 officers or intend to be candidates ~~at the membership meeting prior to the elections.~~ ~~and~~ They shall be responsible for issuing, collecting, and counting ballots. They shall be fair and impartial and see that all arrangements are unquestionably democratic.

...

- v) Election to any position will be voted on by all members of the Local with the following exceptions:
- 1) ~~The Vice Presidents,~~ 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.

**Commented [MX6]:** Don't want bargaining committee members to be elected every year like Trustees

**Commented [MX7]:** Want Stewards to be elected annually as per current practice

**Commented [MX8]:** Makes more sense for members to elect Election Chair at meeting before elections, so they can prepare for elections.

**Commented [MX9]:** Reflects current practice: Food Services VP would only be voted on by Food Services unit (229-1)

### 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 ~~each~~ from ~~P.P.S.-Facilities~~ Operations and Maintenance, ~~one from P.P.S.-Facilities~~ Custodial Support 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 two~~ representatives from ~~each of the following departments. These shall be Physical Plant Services Facilities (Operations & Maintenance), Physical Plant Services (Custodial Services), one representative from Facilities Support Services, and one from 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

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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 Vice President, Chief Steward, and the President or designate. Members from the Bargaining Unit shall be elected from the following areas:

**Commented [MX10]:** Reflects current practice

- 2 from catering
- 2 from retail
- 2 from ~~resident~~ residence

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 Facilities~~ and one co-chair from the Food Services, one co-chair from or Donald Gordon Centre/University Club, 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.

**Commented [MX11]:** There is now one multi-site JHSC for all Aramark locations at Queen's including DGC/UC.

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### 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 for a three-year term and shall recruit or solicit volunteers from the membership to assist on the Committee, with the President and Secretary-Treasurer as ex-officio members.

### APPENDIX "A" - RULES OF ORDER

- (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~~ they rises to a point of order or on a question of privilege, ~~he~~ they shall not proceed further until recognized by the chair.

**Commented [MX12]:** These are the last remaining masculine pronouns in the Bylaws.

### 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 Facilities or Residence for Queen's workers and Bargaining Unit for full-time and part-time Food Service workers-Aramark employees.~~ 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.

**Commented [MX13]:** Clarifying who may vote in Steward elections

There shall be a ~~minimum maximum of one two~~ stewards from each ~~department group~~ at Queen's elected for a one-year term at the December meeting.

**Commented [MX14]:** Setting a maximum of 4 Stewards for Queen's bargaining unit (229-0)

For the Food Service workers, there shall be a ~~minimum maximum of one six~~ 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.

**Commented [MX15]:** Setting a maximum of 6 Stewards for the Food Services unit (229-1)

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

**Commented [MX16]:** Setting a maximum of 2 Stewards for DGC/UC (229-3)

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 group~~ 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.