

## **BY LAWS**

### **PREAMBLE**

In order to improve the social and economic welfare of members

without regard to sex, colour, race or creed, to promote efficiency in public employment and to manifest belief in the value of the unity of

organized labour, this Local 2361, University of Western Ontario of the Canadian Union of Public Employees (hereinafter referred to as CUPE)

has been formed.

The following by-laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

### **SECTION 1: NAME**

The name of this Local shall be: Canadian Union of Public Employees, Local No. 2361, University of Western Ontario.

### **SECTION 2: OBJECTIVES**

The objectives of the Local are to:

- a. secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- 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 employers
- e. organize the unorganized groups at the University of Western Ontario. As these occasions arise, these groups would be confirmed by our Local, in a notice of motion and a vote by our Members, by a simple majority, to accept them as sub-units to our Local.

### **SECTION 3: INTERPRETATIONS AND DEFINITIONS**

- a. Masculine pronouns shall be understood to include the feminine gender.
- b. Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the CUPE Constitution (1979) which should be read in conjunction with these by-laws.

### **SECTION 4: MEMBERSHIP MEETINGS**

- a. Regular General Membership Meetings will normally be held each month. If for some reason a meeting has to be re-scheduled the Executive Board shall give a week's notice of any changes in

the location, date or time of that meeting. The Regular General Membership Meetings will be suspended during the months of June, July and August unless proper notice is given otherwise.

- b. Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than 25 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- c. A quorum for the transaction of business at any regular or special meeting shall be fifteen (15) members, including at least three (3) members of the executive board.
- d. The order of business at regular membership meetings is as follows:

- 01 Roll-Call of Officers
- 02 Reading of the Equality Statement
- 03 Voting on new members and initiation
- 04 Reading of Minutes of Previous Meeting
- 05 Matters arising out of the Minutes
- 06 Treasurer's Report
- 07 Communications and Bills
- 08 Executive Board Report
- 09 Reports of Committees and Delegations
- 10 Nominations, Elections and Installations
- 11 Unfinished Business
- 12 New Business
- 13 Good of the Union
- 14 Adjournment

- e. Should the Trustees, members of the Executive Board or any other elected or appointed representative of this Local fail to answer the roll-call for three consecutive regular general meetings or miss three consecutive meetings relating their position of representation, (eg. Stewards' meetings, Negotiating Committee meetings) without having submitted good reasons for those failures, their position of representation shall be declared vacant and with proper

notice being posted, shall be filled by an election at the following regular General Membership Meeting. 91-03-10 voted in wjd

#### **SECTION 5: VOTING FUNDS**

Except for ordinary expenses and bills as approved at membership meetings, no sum over five hundred dollars (\$500.00) shall be voted for the purpose of a grant or contribution to a member or any cause within CUPE except by a notice of motion given and dealt with at the following membership meeting.

#### **SECTION 6: OFFICERS**

The officers of the Local shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-At-Arms, Chief Steward, Safety Officer and three Trustees.

#### **SECTION 7: EXECUTIVE BOARD**

- a. The Executive Board shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-At-Arms, Chief Steward, and the Safety Officer.
- b. The Board shall meet when necessary to address issues of concern.
- c. A majority of the Board constitutes a quorum.
- d. The Executive Officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- e. The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- f. The Board with the approval of the Trustees, while during the suspended months of June, July and August, may release funds necessary to update or replace office equipment: ie computer, fax machine, etc. A full report will be presented to the membership at the next regular membership meeting.

#### **SECTION 8**

##### **(a): PRESIDENT DUTIES**

- Enforce the CUPE Constitution and these by-laws;
- Preside at all membership and Executive Board meetings and preserve order;
- Decide all points of order and procedure (subject always to appeal to the membership);
- Have a vote on all matters (except appeals on his rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie;
- Ensure that all officers perform their assigned duties;
- Fill the committee vacancies where elections are not provided for;
- Introduce new members and conduct them through the initiation ceremony;
- Sign all 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;
- Be allowed necessary funds, not to exceed \$25.00 monthly to reimburse himself or any officer for expenses, supported by vouchers, incurred by the Local;
- Have first preference as a delegate to all conventions.

**(b): VICE-PRESIDENT DUTIES**

- If the President is absent or incapacitated perform all duties of the President;
- If the office of President falls vacant, be “Acting” President until a new President is elected;
- Render assistance to any member of the Board as directed by the Board.
- The Vice-President shall be a member ex-officio of each of the committees’ re- section 14(c) Standing Committees;
- Act as co-chairperson at the Union Management meetings and shall act for the Union in setting up the agenda, time and date of the Union-Management meetings.
- 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.

**(c): SECRETARY-TREASURER DUTIES**

- Receive all revenue, initiation fees, dues and assessments, keeping a record of each member’s payments, and deposit promptly all money with a bank or credit union;
- Prepare all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- Be bonded for no less than \$500.00 through the master bond held by the National Office;
- Pay no money unless supported by a voucher duly signed by the President and two other members of the Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- 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.
- Make all books available for inspection by the auditors and/or Trustees on a reasonable notice, and have the books audited annually; provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- Not later than February 28 each year, furnish each member, on the forms supplied by the National Office, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year;
- Be empowered, with the approval of the President, to employ necessary clerical assistance to be paid for out of the Local’s funds;
- Notify all members who are one month in arrears and report to the Board all members two or more months in arrears;
- Shall make a financial report to the Local Union membership monthly;
- Shall forward not later than the last day of each month all financial obligations to the National Office;
- Any Secretary-Treasurer who cannot qualify for a bond shall be immediately disqualified from his office.

**(d): RECORDING SECRETARY DUTIES**

- Keep full and accurate account of the proceedings of all membership and Board meetings;
- Record all alterations in the by-laws;
- Answer correspondence and fulfill other secretarial duties as directed by the Board
- File a copy of all letters sent out and keep on file all communications;

- Prepare and distribute all circulars and notices to members;
- Have all records ready on reasonable notice for auditors and Trustees;
- On termination of office, surrender all books, seals and other properties of the Local to his successor;
- Preside over membership and Board meetings in the absence of both the President and the Vice-President;
- Be empowered, with the approval of the President, to employ necessary stenographic or other assistance to be paid for out of the Local's funds.

**(e): SERGEANT AT ARMS DUTIES**

- 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;
- Assist in maintaining the records of; membership attendance at meetings;
- Perform such other duties as may be assigned by the Board from time to time.

**(f): CHIEF STEWARD DUTIES**

- Represent the Local at grievance hearings as required in the Local contract;
- Inform Stewards of policy agreements as per Union/Management meetings;
- Assist the Union Safety Officer in the performance of his/her duties;
- Render Assistance to any member of the Board as directed by the Board;
- Assist Stewards in matters regarding grievances, safety and Union policy;
- Advise Stewards in regards to contract interpretation;
- Police the proper use of the Union bulletin boards;
- Assist the Sergeant-At-Arms at membership meetings.

**(g): SAFETY OFFICER DUTIES**

- Be the Local's contact person for Occupational Health and Safety matters and act as a resource person for the Local and the University community, reporting to the Executive Board;
- Represent the local on the Union Management Safety Sub-Committee and on the University's Occupational Health and Safety Committee;
- Attend and be chairperson at the Local's Safety Committee meetings;
- Carry out work place inspections to identify sources of danger to the worker and the University community;
- Accompany the Ministry of Labour Inspectors on building inspections upon request or in the absence of the area Health and Safety Representative;
- Attend any work refusals under the provisions of the Occupational Health and Safety Act;
- Inspect the site of a fatality or critical injury and submit a written report to the Ministry of Labour;
- Keep up-dated files on Provincial and Federal Legislation and University policy relating to Occupational Health and Safety as it may affect the Local;
- Review and file all safety inspection reports and all accident investigation reports;

- Attend Union/Management meetings if request.
- Duties are subject to new or changing legislation.

**(h): TRUSTEE DUTIES**

- 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 Standing Committees semi-annually;
- Report their findings to the first membership meeting following the completion of each audit;
- Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports are made to the membership;
- Audit the record of attendance;
- Inspect at least half yearly 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;
- Use audit forms supplied by the National Office and send a copy of each half yearly audit to the National Secretary-Treasurer in accordance to the provisions of the CUPE Constitution.

**(i): MEMBER DUTIES**

The Members are the Union and therefore have obligations and responsibilities just as the elected officers have to the Local. As the elected officers are held accountable to the Local for their actions, so may Members be held accountable to the Local for their actions.

CUPE LOCALS are so designed in structure to allow the widest range of participation possible by the membership and to give the Local the greatest depth in strength possible. It also allows the Local the flexibility to reflect its own unique situation and individuality, so long as it is within the CUPE Constitution.

A MEMBER who is in good standing should attend regular general and special membership meetings of their Local:

- so they are informed on the issues;
- so they can have a voice on the issues;
- so they can vote on the issues
- and in general, partake in the democratic process of their Union.

**(i): MEMBER DUTIES**

A MEMBER should try and become familiar with their Collective Agreement, By-Laws and Constitution. Most questions can be answered by reading these information sources.

A MEMBER should know who are their elected Executive Board, Trustees, Stewards and Standing Committee Chairpersons etc.

All MEMBERS of the Local are subject to the CUPE Constitution and to the Local's By-Laws which are subordinate to the CUPE Constitution.

ALL CHARGES against Members, including all elected or appointed representatives of the Local, must be in writing and dealt with in accordance with the provisions of the CUPE Constitution.

**SECTION 9: OUT OF POCKET EXPENSES**

1. Out of pocket expenses are to cover expenses incurred by the Executive Board and the Negotiating Committee while serving the Local.
2. The sums listed below shall be issued four (4) times a year; at the end of December, March, June and September:

THE EXECUTIVE BOARD PRESIDENT.....	\$ 346.50
VICE-PRESIDENT.....	\$ 213.24
SECRETARY-TREASURER.....	\$ 346.50
RECORDING SECRETARY.....	\$ 213.24
SERGEANT-AT-ARMS.....	\$ 213.24
CHIEF STEWARD.....	\$ 346.50
SAFETY OFFICER.....	\$ 223.24

THE NEGOTIATING COMMITTEE

3. In a negotiating year, the Negotiating Committee Members will be provided with "Out of Pocket Expenses" to be issued twice (2) \$367.24 at the end of the expiring year and \$367.24 when the new Collective Agreement is ratified by the Local.
4. In all future contracts, the percentage of the increase negotiated, will be applied to "Out of Pocket Expenses for (A) 2. and (A) 3., compounded yearly. This formula will also be applied to the per diem allowances, re Section 13 (c). This way the dues are not increased by either of these items.

**SECTION 10: 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 fee of \$5.00m 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. Re-admittance Fee: The re-admittance fee is \$5.00
- c. Dues: The monthly dues shall be 1.73%.

- d. Changes in the levels of the Initiation Fee, The Re-admittance Fee or the Monthly Dues can be affected only by the following procedure for amendment of these by-laws with the additional provision that the vote must be by secret ballot.
- e. Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or above the level herein established, these by-laws will be deemed to have been automatically amended to conform to the new CUPE minima.
- f. Special assessments may be levied in accordance with Article B.4.2. of the CUPE Constitution.
- g. Defense Account Purpose: To be used in "DEFENSE OF THE BARGAINING UNIT", as; in case of a Strike, to fund Grievances, Arbitrations, Workers Compensation Appeals, or needed Legal or Medical Opinion for the defense of the bargaining unit. The Defense Account will be financed by depositing two dollars (\$2.00) per month, per Member from the monthly dues. The interest will accrue within the account.
- h. If there is a strike or a lock-out, ALL the Local's resources will be put to work in the defense of the bargaining unit.

#### **SECTION 11: NON-PAYMENT OF DUES AND ASSESSMENTS**

Any member in arrears for a period of three months or more, shall be automatically suspended and his/her suspension shall be reported to the Executive Board by the Secretary-treasurer. The Executive Board shall report to the next membership meeting with a recommendation. Any Member under suspension wishing to be re-instated shall, upon application, pay the re-admittance 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, he/she shall pay the re-admittance fee but may not be required to pay his/her arrears.

#### **SECTION 12: NOMINATIONS, ELECTIONS AND INSTALLMENTS OF THE OFFICERS AND OTHER POSITIONS OF REPRESENTATION.**

- a. To be eligible for nomination to any elected office or position of representation, a Member shall have attended four out of the nine regular general membership meetings held in the previous twelve months or in the period that he/she was a Member, if less than a year, unless a valid reason, acceptable to the Local, has been given for the non-attendance. No nomination shall be accepted unless the Member is in attendance at the meeting or has allowed to be filed at the meeting his/her consent in writing duly witnessed by another Member. No Member shall be eligible for nomination if they are in arrears of dues and/or assessments.
- b. ELECTIONS
  - 1. At a membership meeting at least one month prior to election day, the President shall, subject to the approval of the Members present, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee shall include Members of the Local who are neither officers nor candidates for office. It shall have full responsibility for voting arrangements and shall treat all information submitted to it in connection with its responsibilities as confidential.
  - 2. The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.



3. The Returning Officer shall be responsible for issuing, collecting and counting the ballots. He/she must be fair and impartial and see that all arrangements are unquestionably democratic.
4. Nomination for Officers shall be received at the regular membership meeting held in the month of September. The voting shall take place at the regular membership meeting in October. Other positions of representation for the Local shall be nominated and elected as the By-Laws indicate. The vote shall be by secret ballot.
5. Voting to fill one office shall be conducted and completed and recounts dealt with, before balloting may begin to fill another office.
6. 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 least number of votes in the previous ballot, shall be dropped. In case of a final tie vote, the presiding officer may cast the deciding vote.
7. 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.
8. Any Member may request a recount of the votes for any election and a recount shall be conducted if the request is supported in a vote, by at least the number of Members equal to the quorum for a membership meeting as laid down in Section 4(c).

c. INSTALLATION

1. All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for two (2) years or until a successor has been elected and installed, provided, however that no term of office, except for Trustees, shall be longer than two years.
2. The terms of office for Trustees shall be as follows: one Trustee for three years, one Trustee for two years and one Trustee for one year.

d. BY ELECTIONS

Should an office fall vacant pursuant to Section 4(e) 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.

e. SUB-UNIT(S)

The Sub-Units shall hold elections every two (2) years, to elect members to sit on the Sub-Unit committees for the purpose of negotiating, grievance, job evaluation, health and safety and other matters affecting their Sub-Unit(s) membership. These Members are responsible to the Sub-unit Chairperson and shall provide written reports from their meetings to the Executive Board for reports at Regular General Membership Meetings.

An updated list of Sub-Unit(s) committee members shall be forwarded to the Local 2361 Executive Board at the beginning of each term, for recognition purposes.

Sub-Unit(s) committees shall elect their own chairperson to call and preside over various committee meetings. It is the responsibility of the chairperson for each committee to ensure their presence. All correspondence between the Sub-Unit and their employer is to be forwarded to the Executive Recording Secretary with a copy to the President.

### **SECTION 13: DELEGATES TO CONVENTIONS, CONFERENCES AND TRAINING SEMINARS**

- a. Except for the President's option, all delegates to conventions shall be chosen by election at membership meetings.
- b. Delegates to the London District Council shall be elected annually. An official reporter for these delegates shall be appointed annually by the President from among these delegates, and he/she shall be required to report at each membership meeting of the Local on proceedings at recent meetings of the council.
- c. All delegates elected or appointed to attend conventions, conferences or training seminars held outside the city of London shall be paid transportation expenses (at economy, tourist or coach rates), accommodation costs, a per diem allowance of \$95.13 expenses (re- section 9-4) and an equal to any loss of salary incurred by attendance at conventions, conferences or training seminars.
- d. There may be occasions when the convention, conference or training seminar site is relatively close and it may be of greater convenience and or less costly to travel by vehicle. On that occasion the delegate would be paid mileage at 51 cents a km by the Local instead of the transportation expenses at economy, tourist or coach rates. It is noted however, if more than one delegate travels in the same vehicle, the mileage will only be paid to the owner of the vehicle and not to the rest of the delegates. The rest of the delegates could not claim the other transportation expenses either.

51 cents a km is the mileage paid by CUPE National (2002-15), any increases to National's mileage would automatically increase this Local's mileage rates too.

IN ALL CASES, the executive Board will have the power to approve or reject all forms of travel to conventions, conferences and training seminars, ensuring that while convenience is important, cost effectiveness is essential to the Local.

Delegates to Conventions or seminars held locally shall have no transportation or accommodation allowance. There shall be a per diem allowance of \$53.30 for expenses and compensation for any loss of salary incurred by attendance.

- e. Representation at education institutes and seminars shall be on the recommendation of the Executive Committee, subject to final approval by the membership.

#### **SECTION 14: COMMITTEES**

- a. Negotiating Committee

This shall be a special ad hoc committee and its function is to prepare collective bargaining proposals and to negotiate a Collective Agreement. No later than six months prior to the end of the Collective Agreement this committee must be elected and in place. When a new Collective Agreement is ratified, the committee will automatically be disbanded.

The Committee shall consist of six members. The President and Chief Steward shall be automatic members and four members from the membership will be elected. 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. Alternates will be appointed if required from unsuccessful candidates in order of balloting.

- b. Special Committee

A special ad hoc committee may be established for a specified purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two members of the Board may sit in on any special committee as ex-officio members.

- c. Standing Committees

The Chairperson of the Education, Welfare, Social and Benefits Committees shall be nominated for a two-year term by the Members at the November membership meeting. The Chairperson and the Executive Board may, with the concurrence of the Membership, jointly appoint other Members to serve on a committee. The Vice-President shall be a member ex-officio of each of the committee. There shall be six standing committees as follows:

1. Grievance Committee: This committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive Board with a copy to the CUPE Representative and then to a membership meeting. Grievances must be in writing on the forms agreed to between the Local and the University of Western Ontario and be signed by the complainant or complainants, as provided for in the Collective Agreement. The committee shall comprise of the Chief Steward as the Chairperson and all other Stewards. The Committee shall appoint its secretary from among its members.
2. 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; instruct delegates in the preparation of reports to the Membership on seminars and conferences

and maintain a file of these reports; co-operate with the Executive Board in preparing press releases and publicity material; co-operate with the Education and Public Relations Department of CUPE and with the regional Education Representative in implementing both the Local's and CUPE's policies in these fields. The Committee shall comprise between two and five members and shall appoint its secretary from among its members.

3. Welfare Committee: This Committee may: visit Members who are ill; if a Member is ill for more than ten working days, have some sort of token of the Local's concern and desire to help, sent to that Member (limited one time a year (365 days)); arrange for blood donors to replace blood plasma required by a Member or one of his/her family; extend the Local's condolences in the event of the death of a Member or one of their immediate family (as defined in the collective Agreement) and make any other appropriate gesture in accordance with custom or their wishes of the family concerned; extend the Local's condolences in the event of the death of a retired Member or their spouse and make any other appropriate gesture in accordance with the custom or the wishes of the family concerned. The Committee shall comprise between two and five members and may appoint a secretary treasurer from among its members. It shall be reimbursed by the Executive Board for expenses incurred in the performance of its duties.
4. Social Committee: It is the function of this Committee to arrange and conduct all social and recreational activities of the Local either on the Committee's own initiative or as a result of decisions taken at membership meetings. The Committee shall submit reports and proposals to the Executive Board or to the membership as required. A ceiling for the Committee's net expenditures shall be fixed annually by the Membership but, other than that, all social and recreational events and activities shall be self-supporting. The Executive Board shall be held responsible for the proper and effective functioning of this Committee. The Committee shall comprise between two and five members and may appoint a secretary-treasurer from among its members.
5. Safety Committee: The Safety Committee shall be the Safety Officer as the Chairperson and all the Stewards of the Local. This Committee shall fulfill the requirements of the Provincial Occupational Health and Safety Legislation.
6. Benefits Committee: This Committee shall consist of a Benefits Officer providing the Members of the Local assistance in understanding and using the benefits programs agreed to in the Collective Agreement; to ensure the employer keeps Members informed of any changes or additions to the benefit plans; to be familiar with all plans currently in force; to investigate and recommend other plans to the Negotiating Committee.

d. Stewards

Shop Stewards will be elected every 2 years (alternate years of officers' elections) by the Members in the area he/she represents. The Members and the numbers and areas shall be as agreed to in the Collective Agreement.

The Stewards shall: act as area Health and Safety representatives as described under provincial legislation; assist employees in preparing and presenting grievances; post bulletin boards and circulate literature in his/her area; greet and enroll new Members of the Local; pick a designate in their area to be responsible only for posting the CUPE boards, if the Steward is on vacation or sick; keep the Chief Steward and Safety Officer informed of all activities in their area that might affect the Local; inform the Welfare committee of the death of a Member or of a Member's close relative (as stated under Bereavement Leave in the Collective Agreement) or if a Member is off sick for two weeks or more re Section 14(c) (3); attend all Stewards', General or Special Meetings.

#### **SECTION 15: 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 shall be considered as an integral part of these by-laws and may be amended only by the same procedure used to amend the by-laws.

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

#### **SECTION 16: AMENDMENT**

- a. These by-laws are always subordinate to the CUPE Constitution 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 present at a regular or special membership meeting following written notice of the changes given at a previous regular membership meeting.
- 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.

#### **SECTION 17: IN CASE OF STRIKE OR LOCKOUT**

- a. All Members shall report to the Executive Board for proper registration to be eligible for "Strike Pay"
- b. All Members are responsible to make themselves available to the Strike Committee for assignment of the Strike Duties.
- c. Members not able to perform the Strike Duties because of illness will provide the Strike Committee with a Medical Doctor's Certificate or Strike Pay will be withheld.

- d. Members who may have restrictions or situations that prevent them from performing regular Strike Duties (eg picketing) will present their case to the Strike Committee, who in turn, if possible will attempt to re-assign them to other duties, when it warrants.
- e. No Member will conduct any form of business with the Employer on their own. Members who may have urgent reasons (eg LTD) to contact the Employer will submit their problem to the Strike Committee who will deal with it.
- f. No Member will disclose Union Business or give aid to the Employer in any way.
- g. NO MEMBER WILL CROSS THEIR LOCAL'S PICKET LINE. TO DO SO IS ONE OF THE MOST SERIOUS BREACHES OF THE CUPE CONSTITUTION.

### **Section 18: MEMBERS BENEFITS**

In the event of a Strike or Lock-Out Section 18 will be postponed until the dispute is settled. These, issued benefits, will be recorded by the Welfare Committee and when the Local is in a financial situation to resume these payments, they will be honored. Defense of the bargaining Unit, CUPE Local 2361, has priority over all else.

1. If a member is ill for more than 10 working days, a card would be sent out to that Member as a token of the Local's concern and desire to help.
2. If a Member is married or has a baby, a card would be sent out to that Member from the Local in celebration of the event
3. In the event of a death of a Member, or a Member's relative, as described in the Article 26(01) of the Collective Agreement – (a spouse, parent, grandparent, grandchild, stepchild, mother-in-law, father-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law) The Local would extend their condolences to the Member or the Member's Family and make any other appropriate gesture in accordance with the custom or the wishes of the family concerned. This would normally mean that the Local would make a \$50.00 donation to a charity of the choice of the family concerned. If there are no relatives, the Welfare Officer will choose the charity.
  - (a) In the event of the death of a retired Member and or their partner, the above Section (03) would also be appropriate, meaning that the Local would make a \$50.00 donation to a charity of the survivor' choice or family's choice. In the event that there are no relatives, the Welfare Officer will choose the charity.
4. When a Member, in good standing, retires, they will receive a \$250.00 gift from the Local and a life-time membership to celebrate the event. It is hoped that the retiree will maintain their ties with the Local and come out to the meetings or special happenings sponsored by the Union.
5. Bursaries
  - (a) It is the intention of this Local to grant two (2) bursaries of one thousand each, each school year. If one or both of these bursaries are not given out in that year, they will be moved to the next year, adding to that year's two bursaries. It would be capped at the four (4) bursaries until at least two (2) are granted.
  - (b) A Member, in good standing, of CUPE Local 2361, their children; their partner and their partner's children and or their step-children, would qualify to apply for these bursaries.

(c) The applicant must be a “full-time” student and must show proof of same with their application form.

(d) Said bursary would be open to any proven full-time student at any post-secondary training or educational facility in the Province of Ontario.

(e) When there are more qualified applicants than bursaries they will be decided by a drawing of names from out of a hat. This task will be carried out by the Executive Board. If the applicants and or their parents wish to be in attendance they would be most welcome.

(f) First time applicants would always have priority for the bursaries. However, if there are no new applicants, or only one new applicant, previously successful applicants could apply again for a second bursary, with a cap being placed on two-time winners.

(g) With proof of acceptance from the institutions re section 18- (05)(d) the Secretary-Treasurer of the Local, will issue a thousand-dollar cheques to each of the bursary winners for the 1st of December.

**APPENDIX “A” TO THE BY-LAWS OF LOCAL 2361,  
UNIVERSITY OF WESTERN ONTARIO, C.U.P.E.**

**RULES OF ORDER**

1. The President or in his/her 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 his/her 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. The Chairperson 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 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 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 nay 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, he/she shall rise in his/her place and respectfully address the presiding officer, but, except to state that he/she rises to a point of order or on a question of privilege, he/she 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, he/she shall cease speaking until the point is determined, if it is decided he/she is in order, he/she 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 a 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, he/she may in addition give a casting vote, or, if he/she 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 and (6) to divide or amend which motions shall have precedence in the order names. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly move and seconded, shall be put in this form; "Shall the main question 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, he/she 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 of his/her challenge. The chairperson may state briefly the basis of his/her 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 meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.