



LOCAL 3906

BY-LAWS

June 23, 2006
CD/aa/cope491

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3906

PREAMBLE:

This Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed in order to improve the social and economic welfare of its members, to promote efficiency in public employment, and to manifest its belief in the value of the unity of organized labour. 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.

1. NAME

The name of this Local shall be: "Canadian Union of Public Employees, Local 3906 (Unit #1 and Unit #2) (at McMaster University)."

2. THE OBJECTIVES OF THE LOCAL ARE AS FOLLOWS:

- (a) Work for the improvement of the wages, working conditions, hours of work, job security and other conditions affecting all employees.
- (b) To obtain maximal tuition relief for all members affected.
- (c) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution, including:
 - i) The advancement of the social, economic and general welfare of active and retired employees.
 - ii) The promotion of peace and freedom in the world, and the cooperation with free and democratic labour movements throughout the world.
 - iii) The elimination of sexual and racial harassment, or harassment based sexual orientation, wherever it exists.
 - iv) The establishment of strong working relationships with the public we serve and the communities in which we live.
- (d) To improve the quality of education in Canada by means of active participation in determination of teaching methods, curriculum and course content.
- (e) To do all things incidental to the attainment of the above objects that are necessary.

3. LOCAL OFFICERS

(a) Trustees

- i) The Trustees shall audit the books of the Secretary-Treasurer and shall exercise general supervision over the property of the Local Union. At the first election of officers in a Local Union the Trustees shall be elected so that one shall serve for a period of three years, one for two years and one for one year. Each year thereafter the Local Union shall elect one Trustee for a three-year period or, in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.
- ii) The Trustees shall examine the books and records of the Secretary-Treasurer and inspect or examine all properties, bonds, and all other assets of the Local and shall report to the membership at the Annual General Membership Meeting on the conditions of the funds, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the Local Union. They shall transmit a copy of such report to the National Secretary Treasurer of CUPE and the National Representative.

(b) Executive Committee

- i) The executive officers of the Local consist of the following: President, Vice-President, Recording Secretary, Secretary-Treasurer, Unit 1 Chief Steward, Unit 2 Chief Steward, Grievance Officer, Health & Safety Officer, Equity Officer, Undergraduate Officer, International Officer, and Benefits and Advocacy Officer.
- ii) Any member of the Local in good standing shall be eligible for election to the Executive Committee. Unit 2, Chief Steward shall be a Unit 2 member. The Undergraduate Officer shall be an undergraduate member. The Equity Officer shall be either a woman, a person with a disability, a member of a visible minority, or a member of the gay, lesbian, bisexual or transgendered community and the

International Officer shall be a international student member.

4. NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

- (a) The election of all officers shall take place once each year at the Annual General Meeting, to be held no later than the first calendar week of April. Nomination for Executive positions shall be opened on the first working day of March and shall continue to be accepted until the time of the election. Nomination forms may be obtained from the Union Office and completed forms must contain the name of the nominee and the signature of two other members in good standing.
- (b) There shall be a maximum campaign period of 4 weeks prior to the GMM (normally the Annual General Membership Meeting) at which the election of union officers will occur.
- (c) No Union resources, including but not limited to, unauthorized use of the union photocopier and office supplies, union email and regular mail address lists, union bulletin board spaces, and union mailboxes, shall be used for the purpose of any individual election campaign, or the endorsement of any individual campaign or campaign slate. Every candidate shall be permitted to distribute one, and only one, handbill to the department addresses of union members. All campaign posters shall follow the MSU poster guidelines. Candidates addressing any assembly of union members shall represent themselves only as individuals seeking office, and not as union officials. It is the responsibility of every candidate to remove all posted campaign materials by noon on the day following elections. These guidelines regarding the resources of the Local, shall apply also to any activity of any member and/or officer, in connection with any elections campaign outside of Local elections, not authorized by the Executive or the General Membership. The maximum allowable campaign expenditure shall be \$500. During campaigns Union officials shall not behave in a manner that may call into question the integrity of the elections. This election or acclamation shall not proceed until three (3) successive calls for nomination for said position has occurred.
- (d) At the membership meeting called for the purpose of elections the chair shall advise the members present of the position to be filled and call for the nominees to identify themselves and whether they accept the nomination. Where only one nominee stands for a

position, elections shall be by acclamation. Where more than one nominee is standing, the chair shall call for election by secret ballot.

- (e)
 - i) The presiding officer for elections of this Local shall be the President.
 - ii) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In the case of a tie in the final vote, the remaining candidates shall be invited to address the meeting and a new election will be held. Elections shall continue until a majority vote is accomplished.
- (f) After voting has closed the votes shall be counted by the presiding officer and a scrutineer from each candidate.
- (g) The newly elected officers shall take office as of the day following their election to office. Members of the outgoing executive shall work in an advisory capacity, with compensation to be determined by the new executive, to ensure a smooth transition.
- (h) If an executive position remains vacant, it may be filled by election or by Executive Committee appointment. Appointments by the executive shall be subject to ratification at the following GMM.
- (i)
 - i) Should an Executive officer resign, that office shall be declared vacant and the position filled at the following meeting.
 - ii) Should an Executive officer fail to answer roll call for four consecutive meetings, the position shall be declared vacant and the position filled as per (d). An executive member so removed shall be entitled to petition the Executive Committee for reinstatement with demonstrated cause. Should this petition be denied, the member shall be entitled to appeal the decision at the next general membership meeting.
- (j) An officer of the Local may be recalled by a majority of members present at a general membership meeting, provided that notice of such vote is given in the notice of the meeting. If a non-confidence vote is carried, it will be followed by an open election for that executive position. The officer who is recalled will be permitted to run for reelection at that meeting.

- i) An officer who resigns, vacates an executive position, or is recalled by the membership, shall immediately forfeit his/her right to any further remuneration for that position.
- (k) Each member of the executive and bargaining committee shall receive an honorarium set forth in the annual budget as approved by the AGM.

4.1 – MAIL-IN BALLOTING

- (a) Any member in good standing who is a Research Assistant in lieu of a Teaching Assistant and working off-campus, as approved by the School of Graduate Studies, shall have the ability to mail-in votes, in accordance with 4.1 (b).
- (b) A member working off-campus shall be eligible for mail-in ballot when:
 - i) A notice of motion has been given.
 - ii) And, that member makes herself/himself known to the Executive of the Local within a reasonable time prior to the vote.
 - iii) And, provides the Executive of the Local with documentation demonstrating her/his off-campus work status.
- (c) Upon official notification of off-campus status and the desire and eligibility to cast a mail-in ballot, the Vice-President shall mail the notice of motion and a ballot indication "In favour", "Against", "Abstention" with a stamped envelope to the member. The Vice-President shall tabulate all such votes, in the presence of a witness, and report these results to the President at the General Membership Meeting at which a vote is to happen due to a notice of motion.
- (d) Notwithstanding, it is understood that this mail-in balloting does not apply to balloting conducted for the purposes of the following:
 - i) Ratification of tentative agreements with the Employer.
 - ii) An "offer last received" vote.
 - iii) Strike Votes.
 - iv) CUPE National Referendums.
 - v) Any other votes where mail-in balloting is prohibited By-Law.

5. DUTIES OF EXECUTIVE OFFICERS

- (a) The President shall enforce the CUPE Constitution and these By-Laws. The President shall normally preside at Executive Committee meetings. She/he shall be responsible for the smooth and efficient operation of the Local, and shall conduct the affairs of the Local in accordance with the policy decision of the membership. She/he shall report regularly to the Executive Committee and the membership on her/his actions. She/he shall co-sign all cheques with the Secretary-Treasurer and sign all contracts, authorizations and other official documents of the Local, unless otherwise designated. She/he is the official spokesperson of the Local, unless otherwise designated. The President shall be the supervisor to the business agent and shall be responsible for office management and staffing. She/he shall be an ex-officio member of all committees and councils.

The President shall be entitled to vote at all meetings, and has first preference as a delegate to the CUPE National Convention. In the event of a vacancy in the position of Unit 2 Officer the President shall require the Executive Committee to appoint immediately one of its members to fulfil the duties of that Office until a replacement is elected or appointed to that position.

- (b) The Vice President shall perform the duties of the President in the absence of that officer, and, in case of the resignation or death of the President, shall perform the duties of the President until such vacancy is filled. She/he shall maintain contact with other locals, the labour movement and other organizations of the National Union as appropriate, and other external bodies as deemed appropriate. The Vice-President shall substitute for the President when the President is unavailable. In the event of vacant seats on the executive committee, the Vice-President shall assist in the performance of those duties and in the search for a suitable replacement.
- (c) The Secretary-Treasurer shall be responsible for keeping all financial records of the Local, and shall receive and receipt all monies and disbursements. She/he shall co-sign all cheques and other financial documents. The Secretary-Treasurer shall regularly make a full financial report to meetings of the Executive Committee no less than twice per academic term, as well as a written financial report to a General Membership Meeting, no less than once per academic term, detailing all income and expenditures for the period. She/he shall present a budget for the forthcoming year no

later than the September General Membership Meeting. The Secretary-Treasurer shall prepare all CUPE National per capita tax forms and remit payment to the National Secretary-Treasurer by Meeting. The Secretary-Treasurer shall prepare all CUPE National per capita tax forms and remit payment to the National Secretary-Treasurer by the last day of the following month. The Secretary-Treasurer shall serve on the Unit 2 Professional Development Fund Committee, and shall administer its funds. She/he shall be bonded for not less than \$1000.00 through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from their office. The Secretary-Treasurer shall make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited annually. The Secretary-Treasurer shall provide the Trustees with all information they may need to complete the audit report forms supplied by CUPE. She/he shall on termination of office, surrender all books, records and other properties of the Local to his/her successor.

- (d) The Recording Secretary shall be the chief recording officer of the Local. She/he shall be responsible for keeping a full, accurate and impartial account of all executive and membership meetings including attendance sheets. She/he shall keep an accurate record of the membership and their participation in the activities of the Local. The Secretary shall: prepare the agenda for meetings and serve notice of such meetings to the executive officers; record all alterations in the By-Laws; have all records ready on reasonable notice for the auditors and Trustees; and preside over General membership and Executive Committee meetings in the absence of the President and Vice-President. The Secretary on termination of office shall surrender all books, seals and other properties of the Local to his/her successor. The Secretary shall ensure that the membership of the Local is kept informed of developments in the Local. She/he shall be responsible for notifying all members of the dates of membership meetings, and shall chair the Communications Committee, and shall be responsible for the assembly and production of all press releases, newsletters, e-mail messages, posters and other communications.
- (e) The Chief Steward is responsible for the co-ordination of departmental stewards and shall convene and chair at least one Steward's Council meeting each term. She/he shall act as a liaison between the stewards and the Executive. In doing so, she/he shall ensure that the views of departments are passed on to the

Executive Committee. Furthermore, she/he shall convey Executive Committee decisions to the stewards. She/he shall ensure that each department is represented by at least one steward, and where this is not possible shall act as steward for that department. The Chief Steward shall be a member of the Grievance Committee. Following the organization of the Stewards' Network, the Chief Steward shall compile and forward to the Secretary a list indicating every steward's name, department, faculty, and contact number (s). The Chief Steward shall also promote awareness of health and safety issues that pertain to members of the Local. She/he shall participate in any committee she/he deems relevant to these issues and see to it that the Local is represented on Occupational Health and Safety Committees.

- (f) The Grievance Officer shall chair the Grievance Committee, ensure that grievances are properly processed and duly notify the Executive Committee of the Grievance Committee's decisions. The Grievance Officer shall be involved with any stage of grievances, as required by circumstances, including accompanying members to meetings, attending and preparing for arbitration hearings.
- (g) The Unit 2 Chief Steward shall share with the Chief Steward all the duties outlined in 5 (e) save chairing the Stewards' Council.
- (h) The Undergraduate Officer shall maintain contact with Undergraduate members and ensure that their views are passed on to the Executive Committee. She/he shall convey Executive Committee and General Membership Meeting decisions to Undergraduate members. The Undergraduate Officer shall distribute Union material to Undergraduate members.
- (i) The International Officer shall be elected to ensure that the needs and views of international students are represented at the executive level of the Local.
- (j) Health & Safety Officer shall have taken the CUPE 30 hour Health and Safety Course or be willing to take the next available course. The duties of the Health & Safety Officer shall be to safeguard the occupational health and safety of the members, by being available to members as a resource person and by using his/her knowledge and training to discover and improve hazardous situations and practices. The Officer shall also review and prepare recommended revisions for the clauses in the collective agreement pertaining to the membership's occupational health and safety, in order to

continually improve the quality of the worker's environment. In addition the officer shall also serve on the University Central Occupational Health & Safety Committee.

- (k) The Equity Officer will address equity issues and issues of discrimination. She/he shall chair the Equity Committee, participate in other committees as appropriate, and promote activism around issues of equality and human rights.
- (l) The Benefits and Advocacy Officer will be responsible in general for ensuring members of 3906 are apprised of what entitlements they have as a unionized member of CUPE 3906 at McMaster University and ensuring expeditious delivery of and easy access to these entitlements. The entitlements include the benefits and services CUPE 3906 provides as well as those provided by McMaster University to its employees, as well as those entitlements enshrined in the Charter of Rights and Freedoms, the McMaster Calendar, and other similar binding documents. In addition to being an executive officer, the Benefits and Advocacy officer will:
 - a. Chair a Benefits Committee and, with the benefits committee, ensure members access their benefits with the most ease and expedience,
 - b. Sit on the Communication committee with a specific eye to ensuring members are and remain apprised of their entitlements as a unionized worker at McMaster University.
 - c. Provide advocacy for members whose concerns fall outside the collective agreement but effect their working environment and conditions and thus fall under the CUPE 3906 mandate, in conjunction with the grievance officer (and grievance committee), the equity officer (and equity committee), the Chief Steward (and Stewards Council) and the Business Agent.
- (m) All executive officers are jointly responsible for the effective operation of the Executive Committee and shall perform any additional duties deemed necessary by the Executive Committee.

6. COMMITTEES

- (a) The Executive Committee and/or the membership shall, from time to time, elect or appoint ad hoc committees as deemed necessary for the good of the Local's operation.

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- (b) The Bargaining Committee
- (i) The Unit 1 Bargaining Committee shall consist of not more than six (6) members in good standing of Unit 1, elected at a Unit 1 General Membership Meeting (as per Article 4). One seat shall be reserved for an undergraduate member of Unit 1, and in the event that no undergraduate member comes forward, that seat shall remain vacant. The bargaining team may choose to be assisted by an advisor, a staff representative/business agent, and/or a person with secretarial functions.
- (ii) The Unit 2 bargaining committee shall consist of not more than five (5) members in good standing of Unit 2, elected at a Unit 2 General Membership Meeting (as per item 4). The bargaining team may choose to be assisted by an advisor, a staff representative/business agent, and/or a person with secretarial functions.
- (iii) At the conclusion of negotiations the Bargaining Committee shall present proposals to the membership for ratification as per Article 11 (Collective Agreements).
- (iv) Participating members of the negotiating teams excluding a National Representative and/or Business Agent shall be entitled to claim honoraria equal to an average of those expenses that may be claimed by the President as per 15. (iv). This honoraria shall begin once the committee has begun regular preparation for bargaining in earnest as recognized by the executive of the Union and will end at the end of the month in which ratification takes place.
- (v) Should a member of the Bargaining Team fail to answer the roll call for four consecutive meetings, the position shall be declared vacant and the position filled as per (f). A Bargaining Committee member so removed shall be entitled to petition the Executive Committee for reinstatement with demonstrated cause. Should this petition be denied the member shall be entitled to appeal the decision at the next general membership meeting.
- (c) The Grievance Committee shall consist of the Grievance Officer, the Chief Steward, the Unit 2 Chief Steward, and up to five (5) additional members of the Local. Meetings of the Grievance Committee shall be closed, except that the Committee may invite members to attend specific meetings, along with the Local's Staff Representative and legal counsel. Continued attendance at

Grievance Committee meetings and maintaining confidentiality shall be conditions for continued membership on the committee. The Grievance Committee shall not make any decision about whether to proceed with a grievance unless it has given the grievor or grievors reasonable opportunity to present his/her, or their, case for proceeding with the Grievance to the Grievance Committee.

- (d) The Communications Committee shall consist of the secretary, the Chief Steward, the Unit 2 Chief Steward, the Unit 2 Communications Officer, the Undergraduate Officer, and interested members from the Local, and shall be chaired by the Secretary. This committee shall be responsible for ensuring that Local By-Law requirements of adequate notice are adhered to, that the membership of the Local is kept well informed of events of the Local and that advocacy positions taken by the membership of the Local are communicated to the larger community. This committee shall produce a regular newsletter.
- (e) The Women's Committee shall consist of female members of the Local. It is responsible for safe-guarding women's rights and formulating policy proposals for the Local's consideration. The Women's Committee shall work to promote awareness of women's issues.
- (f) The goal of the Political Action Committee (PAC) is to raise awareness concerning university workers, their community and their workplace. It is also their duty to act upon the knowledge they garner through research in order to further issues concerning labour, social and democratic justice, not excluding equity issues normally dealt with by the Equity Action Committee which will be examined in conjunction with that committee. The PAC may adopt other initiatives as directed by the membership of the Local, the Executive Committee or as it sees fit. This committee shall be chaired by the Vice-President and shall consist of the Chief Stewards Unit 1 and Unit 2, a liaison from the Equity Action Committee and any other interested members of the Local.
- (g) The Equity Action Committee (EAC) shall be chaired by the Equity Officer and shall consist of interested members of the Local. This committee serves the needs of women, members with disabilities, visible minorities and gay, lesbian, bisexual, transgendered members and any other members of minority groups. The committee may choose to elect representatives to serve the interests of any of these communities. The chair of the Equity

Action Committee must be a representative of one of these groups. The committee also works in co-operation with the Political Action Committee (PAC).

- (h) The Benefits Committee, chaired by the Benefits and Advocacy Officer, shall ensure the communication and expeditious delivery of and easy access to benefits to CUPE 3906 members.
- (i) The Bargaining Support Committee shall be struck no later than the GMM following the election of the bargaining committee. All interested members of the Local (from either Unit), the Stewards and the Executive Committee member shall serve on the bargaining support committee. The bargaining support committee will elect from its members two co-chairs. The bargaining committee will give direction to the bargaining support committee.

In the event of a strike vote (conducted as per Article 12) or under direction from the bargaining committee, the bargaining support committee shall form the Local Strike Committee.

If both units are bargaining simultaneously the two bargaining committees will determine if separate bargaining support committees are necessary.

- (j) The Local Strike Committee shall be struck when a strike vote is called or as directed by the bargaining committee. The Strike Committee shall consist of members of the bargaining support committee, Executive members, stewards, any interested members and members of the bargaining committee. The Strike Committee shall elect from its members two co-chairs.

Sub-Committees of the Strike Committee shall include, but not be limited to strike policy, finance, food and acquisitions, headquarters/off-campus space and transportation.

From among its members, the committee shall choose two Picket Marshalls, a Police Liaison, a Media Liaison, liaison to the bargaining committee and any other members with special duties as needed.

With three months of the end of a strike, or the disbanding of the Strike Committee, the chair/co-chairs shall provide the Local with a written report, including future recommendations.

The Strike Committee should consult the CUPE Strike Manual and the written reports of the previous Strike Committees of the Local.

(k) The Budget Committee

(i) The Budget Committee shall consist of the Treasurer, and two (2) representatives of the Executive. The Treasurer shall chair the Committee.

(ii) The Committee shall be responsible for formulating a yearly budget to be presented to and approved by the Executive and the Membership. The budgeting process should be completed annually and presented to the Executive and the Membership in September. The Committee shall make recommendations on budget variances if required. Any variances must be presented to the Executive and Membership for approval.

(iii) The Committee shall include in each budget, a sum to be transferred from the general funds to the Strike Fund as either a lump sum for the year or a monthly or quarterly amount which could be based on the membership dues.

7. BY-LAWS

(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) By-Law Revision

(i) These By-Laws shall not be amended, added to, or suspended except by a two-thirds (2/3) majority vote of those present and voting at a regular or special membership meeting following seven days notice at a previous meeting or at least sixty days written notice.

(ii) For the purposes of By-Law review only, adequate notice of motion shall be deemed to have been given if the suggested revisions are presented at the time and place of a regularly scheduled general membership meeting, regardless of quorum.

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- (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.

8. STEWARDS' COUNCIL/STEWARDS

- (a) Each department shall be represented by up to 4 stewards from Unit 1, and 2 stewards from Unit 2, chosen through a democratic process. It shall be the responsibility of each elected steward to provide their names, and contact information to the Chief Steward of their Unit within three (3) calendar days.
- (b) Stewards shall serve as CUPE Local 3906 representatives at the departmental level.
- (c) The elected stewards shall meet at least once per term as a Stewards Council to advise the Executive Committee of relevant developments in the departments and to keep abreast of the Local's affairs and communicate these to the membership.
- (d) A steward can be recalled with a petition signed by two-thirds (2/3) of the membership of the department. The election for the replacement shall take place at the next meeting of the department under the supervision of the Chief Steward.

9. MEETINGS

- (a) The Executive Committee is required to call regular General Membership Meetings, and in any case, at least one meeting shall be called each term during the academic year. Only members in good standing may be admitted to the meeting.
- (b) Members shall be adequately informed of General Membership Meetings seven (7) days prior to a Meeting, by means of written notice, bulletin boards, newspaper ads, or such other method as the Executive Committee deems effective.
- (c) Special General Membership Meetings may be ordered by the Executive Committee or requested in writing by no fewer than 40 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members

receive at least forty-eight (48) hours notice of the special meeting and the subject (s) to be discussed (except meetings called by the Executive Committee with regards to strike actions, which shall require just twenty-four (24) hours notice). No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

- (d) A quorum for the transaction of business at Unit 1 General Membership Meetings shall consist of not fewer than twenty (20) members in good standing. A quorum for the transaction of business at Unit 2 General Membership Meetings shall consist of not fewer than five (5) members in good standing. In some instances, Unit #1 and 2 may have combined General Membership Meetings and quorum remains the same as that of Unit 1. At such combined General Membership Meetings members of a bargaining unit shall not vote on By-Law changes or motions that affect only the other bargaining unit. All members may vote on By-Law changes and motions that affect the Local Union as a whole.

In the event that quorum is not achieved at any bargaining unit's General Membership Meeting or at any combined General Membership Meeting, the agenda and the transaction of business planned for that meetings agenda shall be tabled for and dealt with at the next executive meeting following that non-quorum General Membership Meeting.

In the interest of those members who do attend a General Membership Meeting that fails to achieve quorum the chair of such meeting shall declare Membership Information Meeting at which time all matters on the set agenda shall be open for discussion and questions from those in attendance.

- (e) All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary procedure.

10. MEMBERSHIP DUES

- (a) The monthly dues shall be 2.5% of gross bi-weekly or monthly income.
- (b) The regular monthly dues shall be established or altered by the Local Union only at a General or Special Membership Meeting provided that at least seven (7) days notice at a previous meeting

or at least sixty (60) days written notice has been given.

- (c) The Local may levy a special assessment in cases of emergency or when income from dues and initiation fees inadequate to finance necessary expenses of the Local. Special assessments cannot last longer than six months.
- (d) Before the Local may levy a special assessment it shall:
 - (i) Give the reason for the assessment to its members;
 - (ii) Obtain approval by a majority vote of the members in good standing voting at a general or special membership meeting provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given. The vote shall be by secret ballot if so ordered by the members;
 - (iii) Obtain approval from the CUPE National President.

11. COLLECTIVE AGREEMENTS

Collective agreements and engagements on behalf of the Local shall be signed by the President and two (2) Executive Officers and must first be approved following a ratification process which complies with the Ontario Labour Relations Act.

1. A notice of a Special GMM (General Membership Meeting) for ratification purposes shall be given in accordance with 9 c) of the By-Laws.
2. The Bargaining Committee shall review any Memorandum of Agreement with the entire Executive prior to the Special GMM.
3. The Memorandum of Agreement shall be provided in hard copy to the members attending the Special GMM.
4. Voting shall commence that evening and conclude at 10:00 p.m. ending with the ballot box being sealed & and signed.
5. Voting shall continue the following day in the Union office from 10:00 a.m. until 5:00 p.m. (or other designated hours, which provide for seven (7) consecutive hours of voting time).
6. All ballots shall be counted by two (2) members, under the supervision of an outside supervisor.
7. Once the votes have been counted, the votes shall be recorded and the official record signed by the 2 members and the supervisor.
8. All amendments to the collective agreements shall be ratified by a majority (50% +1).

9. The ballots are then returned to the ballot box where they are sealed and held by the Recording Secretary until a motion is passed by the membership to destroy the ballots.
10. Results of the ratification vote shall be conveyed to the membership by the President of the Local.
11. There are to be no materials present at any polling station that could influence the voting outcome.

12. STRIKES

A strike vote, if called by the Bargaining Committee, shall be commenced at a General membership Meeting, or a Special General Membership Meeting. Voting by secret ballot of union members shall be held on two (2) consecutive days, and strike action is authorized if the majority of those voting vote in favor of a strike.

- (a) CUPE 3906 shall establish and maintain a strike and Defense Fund.
- (b) The CUPE 3906 Strike and Defense Fund shall be held and maintained in an account separate from the general funds of the Local Union.
 - (i) Interest from the CUPE 3906 Strike Fund remains in the fund to add to the principle.
- (c) The CUPE 3906 Strike and Defense Fund shall be used only in the following circumstances (s):
 - (i) Upon an affirmative strike vote by the membership, the Executive and the Bargaining Committee thereby being authorized to spend up to ten thousand dollars (\$10,000.00) from the CUPE 3906 Strike and Defense Fund in preparation for a possible strike.

and/or

- (ii) in the event of a strike or lockout

and/or

- (iii) In the event of the need for emergency funds by the Local (i.e. an Employer lockout) a two-thirds (2/3) majority vote at a General Membership Meeting (GMM) may authorize the withdrawal of money from the Strike and Defense Fund.

Proper notice of motion is required.

- (d) The CUPE 3906 Secretary-Treasurer and President shall be responsible for the disbursement of the CUPE 3906 Strike Fund, subject to the approval of the Executive Committee and shall maintain separate and detailed accounting of the CUPE 3906 Strike Fund.
- (e) Strike pay will begin to be issued at the end of ten (10) calendar days following the commencement of a strike, and shall be paid out on a weekly basis from that point on for the duration of the strike.
- (f) Strike pay and procedures are in accordance with the CUPE national Defense Fund Regulations.

13. OBLIGATIONS, SUSPENSIONS, AND EXPULSIONS

- (a) Membership in CUPE Local 3906 shall oblige the members to abide by the provisions of the CUPE Constitution and the By-Laws of the Local.
- (b) All members must abide by the legal agreements entered into on their behalf.
- (c) Any members of the Local may be fined, suspended or expelled in the manner provided in the CUPE Constitution (Appendix 'B.VI Trials').

14. MEMBERSHIP

- (a) Any member whose employment terminates may maintain his/her membership until the beginning of the third academic term after the term in which she/he was last employed, and shall be considered a member in good standing, with all rights and privileges except those restricted by Ontario Labour Law.
- (b) Any member whose dues are paid to the Union shall be considered a member in good standing.
- (c) No person otherwise eligible for membership in the Union shall be admitted to membership if she/he has been fined, suspended, or expelled by the Union, or a Local in this Union, until she/he has

complied with the terms of such fine, suspension or expulsion.

- (d) No person otherwise eligible for membership in this Union shall be excluded from membership, or discriminated against in any way.

15. EXTERNAL AND LABOUR WORK

- (a) Each year the Executive Committee shall set aside no less than \$1000.00 to donate to labour endorsed charities and appeals.
- (b) Each year the Executive Committee shall set aside no less than \$1000.00 to donate to other charities and appeals.
- (c) In all cases, labour-endorsed and other financial charities and appeals will go directly to the Chair of the PAC. The Chair will then take all reasonable requests (subject to the criteria outlined below) to the PAC for consideration.
- (i) The PAC will use the criteria outlined below to determine recommendations to the Executive Committee for donations.

Criteria:

Labour-endorsed charities and appeals: The PAC will consider all union requests related to job actions in the following order of priority: university locals, Hamilton and District locals, other locals in Ontario, Canada and abroad. Support for strike appeals shall not be limited to financial contributions but shall also include other support from CUPE 3906 where possible.

Other charities and appeals: The PAC will consider all requests made directly to the Local by the individual or group on a case-by-case basis. Priority will be given to local groups that present the PAC with a request, a budget, and a detailed description of the reasons for which the donation is required. The PAC may recommend that the executive requests a report from the individual or group following an event for which a financial donation was made.

- (i) The PAC will make recommendations to the Executive Committee which will make final decisions on contributions.
- (ii) All donations will be reported to the membership at the

General Membership Meeting which follows the dates of the decision.

16. VOTING OF FUNDS

Except for the ordinary expenses associated with the operation of the Local 3906 office; or bills or vouchers, any sum exceeding \$500.00 (five hundred dollars) shall be voted on for the purpose of a grant or contribution to any member, or any cause outside the Local.

17. OUT OF POCKET

- i) The in-town per diem for attendance at full day, pre- authorized union conference or convention on behalf of Local 3906, shall be \$25.00 (twenty-five dollars).
- ii) The out-of-town per diem for attendance at full day, pre-authorized union conference, or convention on behalf on Local 3906, shall be ~~\$50.00 (fifty dollars)~~ \$65.00 (sixty-five dollars) per day.
- iii) Receipted parking, travel and accommodation expenses incurred during while attending pre-authorized union conference or convention on behalf of Local 3906, shall be reimbursed in full.

All expenses described in 15 above, shall be supported by an expense voucher and appropriate receipts.

- iv) Out-of-pocket expenses shall be provided monthly in amount of \$300.00 (three hundred dollars) for those elected to the following positions. (These out of pocket expenses are intended to cover for incidental expenses and are not a salary for holding a position within the Local.)

President, Vice-President, Recording Secretary, Secretary-Treasurer, Chief Steward, Chief Steward Unit 2, Grievance Officer, Equity Officer, Undergraduate Officer, Health & Safety Officer and International Officer.

- (v) Signing authority

There shall be four (4) authorized signing officers to ensure that a person signing a cheque is never the recipient of a cheque they have signed. At no time shall a signing officer sign a cheque that is blank.

LETTER OF INTENT

Upon ratification of the By-Laws by the membership, a committee of three (3) consisting of the Secretary-Treasurer, President and one (1) elected representative shall meet to establish Protocols regarding the disbursement of money in the Strike Fund, should there be a strike. Such a protocol shall be ratified by the membership and shall form part of these By-Laws as Appendix "A".