

**Canadian Union of Public Employees Local 951, University of Victoria
(Office, Technical and Child Care)
BY-LAWS – NOVEMBER 2012**

Section 1: Name

The name of this Local will be Canadian Union of Public Employees Local 951, University of Victoria (Office, Technical and Child Care), hereafter referred to as CUPE 951.

Section 2: Principles and Objectives

- to secure through collective bargaining: improvements to wages, rights and benefits, improved working conditions and job security; and more flexible hours of work;
- to encourage the settlement of all disputes between the members and the employer by negotiation and mediation where possible;
- to reach final settlement of all disputes between the Union and the employer by whatever means necessary;
- to promote the advancement of our members through training and personal development;
- to represent all the various occupations of the membership and involve all members in the Union
- to support the Canadian Union of Public Employees in its aims and objectives, hereafter referred to as CUPE.

Section 3: Definition of a Member

A member is an employee of the University of Victoria who has applied for and been accepted into membership of this Union as a condition of employment and by accepting such employment agrees to abide by the CUPE Constitution and CUPE 951 By-Laws. Any member of this Local remaining on the job when a strike is called may be disciplined by CUPE 951 under the provisions of Article B.11 of the CUPE Constitution. Any such member who is disciplined may appeal the decision under the provisions of the CUPE Constitution.

Section 4: Membership Meetings

4A. GENERAL:

General membership meetings will normally be held each month September - June (10 times per year). The Executive Board is empowered to conduct the full business of the Local between meetings. The Executive Board will give a week's notice of any change in the date of the General meeting.

4B. SPECIAL:

Special membership meetings may be ordered by the Executive Board or requested in writing by not fewer than 5% of the membership to the President. The President will immediately call a Special meeting when so ordered or requested, and will see that the membership receives at least twenty-four hours' notice of the Special meeting and the subject(s) to be discussed. No business will be transacted at the Special meeting other than that for which the meeting is called and notice given.

4C. QUORUM:

A quorum for the transaction of business at any General or Special meeting will be a minimum of 25 members, including at least five members of the Executive Board.

4D. ORDER OF BUSINESS:

The order of business at General membership meetings will normally be as follows:

1. Roll Call of Officers and Stewards
2. Reading of the Equality Statement
3. Attendance Report, Welcome and Introduction of New Members
4. Announcements
5. Approval of the Agenda
6. Approval of the Minutes of Previous Meetings
7. Matters arising from the Minutes
8. Executive Board Report
9. President's Report
10. Treasurer's Report
11. Trustee's Report
12. Chief Steward's Report
13. Education Chair's Report
14. Communication Chair's Report
15. Reports of Committees, Delegates
16. Nominations, Elections or Installations
17. Unfinished Business
18. New Business
19. Adjournment

The agenda may be amended at any time during the meeting.

Section 5: Voting Procedures

5A. DEFINITIONS:

- i) Majority vote: Majority votes are used for elections of officers, strike votes, and contract ratification. A majority must be a portion greater than one half of the total number of votes cast (that is, at least 50% plus 1 of total votes cast).
- ii) Plurality vote: Plurality votes are used for elections of delegates, motions and other yes/no decisions, except in the case of By-Law changes. A plurality is the excess of votes cast for one candidate or decision over those cast for any other.
- iii) Two-Thirds vote: A two-thirds vote is used for By-Law changes. The vote is passed if two thirds of the votes cast are in favour.

5B. SECRET BALLOTING:

Secret ballots are used for elections of officers and delegates, strike votes and contract ratification. Secret ballots are not required for other motions but may be requested at any time. All ballots will be destroyed after voting unless there is a legal requirement to hold the ballots for a period of time until they may be destroyed.

5C. VOTING OF FUNDS:

No money will be voted for the purpose of a grant or contribution to any cause, political or otherwise, outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting. These expenditures must be presented to membership meetings for approval prior to payment. Expenditures within CUPE may be approved by the President and at least two members of the Executive Board.

5D. CONTRACT RATIFICATION VOTE:

The contract ratification vote will be taken by secret ballot not later than two working days following the meeting where the tentative agreement is presented to the membership. A majority vote is required in order for the contract to be ratified.

5E. ELECTIONS:

- i) Eligibility: To be eligible the nominated member must meet the requirements for eligibility described in Section 7.
- ii) Voting: Any elected position will be filled by majority vote. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will 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 will be dropped. In the case of a final tie vote, the presiding officer may cast the deciding vote.
- iii) Alternates: If alternates are required, they may be declared from the remaining candidates on the ballot with the most votes or may be appointed by the President in consultation with members of the Executive Board.

5F. STRIKE VOTE:

Before a strike vote can be taken, the bargaining unit must be notified of the time and place of a meeting, with such notice being mailed to members at their normal place of work at least seven days before the meeting date. In case of dispute, the date of distribution by mail will be considered as being conclusive. Voting will be by secret ballot in accordance with the B.C. Labour Act with a majority vote necessary for adoption.

Section 6: Fees, Dues, and Assessments

6A. INITIATION FEE & DUES:

Each application for membership in the Local will be directed to the Treasurer. An initiation fee of \$10 will be assessed in addition to the monthly dues deduction of 1.79%. No re-

admittance fee will be levied if membership was held in any CUPE local in the previous 12-month period.

6B. CHANGES:

Changes in the level of the initiation or re-admittance fee or the monthly dues, or the levying of any special assessment, can only be effected by majority vote of the membership at a General or Special membership meeting provided appropriate notice has been given in accordance with Article B.5.1 of the CUPE Constitution. Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

6C. DUES INCREASES:

Notwithstanding any other provisions in these By-Laws, if CUPE National, CUPE BC, or any other organization with which the Local is affiliated to raises minimum fees and/or dues above the level established or approves a special assessment, these By-Laws will be deemed to have been automatically amended to increase the Local's dues accordingly.

6D. DEFENCE FUND:

The CUPE 951 Defence Fund will be maintained at a minimum amount of \$500,000. The current additional monthly dues deduction of 0.50% will remain in place until the fund reaches this asset level. If the Fund drops below this asset level, these By-Laws will be deemed to have been automatically amended to increase the Local's dues accordingly until such time as the Defence Fund has been replenished.

Section 7: Eligibility for Office

To be eligible as a Union Officer, Steward, member of the Negotiating Committee, or chair of a committee, members will have attended at least fifty percent of the General meetings held in the previous twelve months or five meetings if they have been a member for less than a year. When there is no qualified nominee, the President may waive this requirement with the approval of the membership. Child Care members who are unable to attend General meetings will be considered eligible providing they have attended an equivalent number of Union meetings held at Child Care services.

Section 8: Election of Executive Board Members and Trustees

The election of Executive Board Members will normally occur in May of odd numbered years. Changes to the election date and dates in 8B and 8C may be made by majority vote of the membership at a General or Special meeting with a minimum of one months' notice to the membership

8A. ELIGIBILITY:

To be eligible the nominated member must meet the requirements described in Section 7.

8B. NOMINATION:

Nominations for all Executive Board positions will be received at the General meeting in April prior to the election. Nominations may also be received at the General meeting in May

when the election takes place. Nominations will be accepted only if the member is in attendance at the meeting or has allowed to be filed at the meeting their consent in writing, duly witnessed by another member. No member may hold more than one elected position on the Executive Board or concurrently the positions Officer and Steward except the Chief Steward.

8C. ELECTIONS:

- i) Elections Committee – see Section 18A iii.
- ii) The Executive Board will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer. Immediately following the close of voting, the Returning Officer and assistant(s) will proceed to count the ballots. Candidates will be asked if they wish a scrutineer to witness the ballot count. The Returning Officer will notify the presiding officer that counting is complete and the results will be announced immediately. The Officers will be elected in the following order: President, Vice-President, 2nd Vice-President, Chief Steward, Secretary, Treasurer, Education Committee Chair, Communication Committee Chair, Members-at-Large, Trustees.
- iii) Voting procedures - see Section 5Eii.
- iv) Final nominations, voting, and recounts for one office will be conducted before balloting may begin to fill another office. Any member may request a recount of the votes for any election.

Section 9: Appointment and Ratification of Officers and Stewards

Union Officers who are appointed by the Executive will be ratified at the General Meeting following the appointment. Stewards will be appointed by the Chief Steward and ratified at the General Meeting following the appointment.

Section 10: Absences, Vacancies and By-Elections

- i) Should any elected Officer be absent on leave for more than three consecutive months, their office will be declared temporarily vacant and will be filled temporarily through a by-election at the following General Meeting.
- ii) Should any elected Officer fail to answer roll call for three consecutive General Meetings or three consecutive regular Executive Board meetings without having submitted good reasons for those absences, their office will be declared vacant and will be filled through a by-election at the following General Meeting.
- iii) Should any Steward or committee member fail to answer roll-call for three consecutive committee meetings without having submitted good reasons for their absence, their office will likewise fall vacant.
- iv) The resulting by-election for any Executive Board position, or a by-election for any other reason, will be conducted according to the procedures for elections outlined in Sections 5E and 7.

- v) Any by-election will be for no greater than the term of office of the position. In the case of a temporary vacancy of the President, the Vice-Presidents, or the Chief Steward, the provisions of Sections 15A, B, C, D and L will apply and the office will be filled according to the succession planning outlined, with the ensuing vacancy at a lower level being filled through a by-election.

Section 11: Installation of Officers and Stewards

All elected officers and ratified officers and stewards will normally be installed at the General meeting at which they are elected or ratified and will continue in office for the designated term or until such time as a successor has been elected and installed.

Section 12: Terms of Office

The terms of office for Union Officers and Stewards and committee members will be two years at a time, except where the CUPE 951 By-Laws state otherwise or a position is filled through a by-election or mid-term appointment. Trustees will serve for three years, one being elected each year.

Section 13: Executive Board

The Executive Board will consist of:

- President
- Vice President
- 2nd Vice President
- Chief Steward
- Secretary
- Treasurer
- Education Committee Chair
- Communication Committee Chair
- Two (2) Members-at-Large

The three (3) Trustees, while not part of the Executive Board will have a voice but no vote at Executive Board meetings. The Deputy Chief Stewards will normally be guests at Executive Board meetings and will have voice but no vote.

The Executive Board will:

- meet at least once a month; six members of the Executive constitutes a quorum;
- hold title to any real estate of the Local as legal trustees for the Local. They will 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 such proposition approved;
- present for approval to the membership no later than September an operating budget which will include all expenditures foreseen by the Board during the Union's fiscal year (July 1 to June 30);
- review all motions carried at membership meetings to ensure that the membership's decisions contained therein are promptly acted on;
- administer and carry out all work delegated to it by the Local;

- endeavor to work in close harmony and cooperation with the Local's CUPE representative;
- be empowered to appoint committee members, eligible delegates and alternates as provided for in these By-Laws;
- be authorized to pay ordinary and regular expenditures on behalf of the Local;
- invite guests to attend Executive Board meetings-such guests will have a voice but no vote;
- hold all residual powers;
- consider all requests for leave of absence without pay for Union business except where authorized by these By-Laws or by a motion passed at an Executive Board or General meeting.

Executive Board members will:

- attend General and Executive Board meetings of the Local;
- prepare and research, as required, for Executive Board and General meetings;
- preserve the confidentiality of the business of the Executive Board;
- preserve and monitor the confidentiality of all Union matters;
- advise the Secretary if unable to attend Board or General meetings;
- notify the President of any inability to fulfill their duties.

Section 14: Duties of Officers and Stewards

Officers and Stewards as referenced in these By-Laws and the Collective Agreement will:

- attend all General and Special meetings, and regular meetings of their specific committees;
- be responsible to the President and/or Chief Steward in carrying out their duties;
- preserve the confidentiality of the business of the Union.

Refer to the index of the CUPE 951 Collective Agreement for the contractual rights and responsibilities of Officers and Stewards.

14A. The PRESIDENT will:

- enforce the CUPE Constitution and CUPE 951 By-Laws;
- preside at all meetings except Executive Board Meetings and preserve order;
- decide all questions of order and procedure (subject always to appeal by the membership, but will not vote on such an appeal);
- announce the results of all votes, except elections presided over by another officer;
- ensure that all officers and committee members perform their assigned duties;
- be a member of selected Union and University committees and serve as ex-officio member of all committees referenced in these By-Laws;
- appoint committee members and delegates where provided for in these By-Laws;
- co-sign cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, CUPE 951 By-Laws, or vote of the Executive Board or membership at a General meeting;
- have first preference as a delegate to the CUPE National Convention, the Canadian Labour Congress (C.L.C.) Convention, the B.C. Federation of Labour Convention and all other conventions, conferences and meetings of agencies with whom the Local is affiliated;

- be empowered to make discretionary decisions consistent with these By-Laws (after consultation with a Vice President or other Executive Board Member) when time or other constraints do not allow for proper presentation to the Executive Board or general membership (subject always to appeal by the membership, but will not vote on such an appeal);
- initiate and respond to correspondence pertaining to the administration of the Collective Agreement or on any other matter of importance to the Local;
- be empowered to temporarily appoint a member to any vacant Executive Board position until a by-election can be held;
- be allowed, monthly, necessary funds to reimburse any Officers for authorized expenses incurred on behalf of the Local upon submission of signed vouchers and/or receipts. Such accounts will be included with statements presented by the Treasurer to the membership at monthly meetings;
- be empowered, with the approval of the Treasurer, to discuss Union staffing issues with Executive Board Officers and Stewards and fund Union staffing as necessary (filing and other clerical assistance to be provided under Section 16);
- resolve interpretation disputes arising out of the CUPE 951 Policies & Procedures;
- appoint the Sergeant At Arms;
- work with the Treasurer and the Trustees to develop the Union's annual budget, and to monitor expenditures;
- appoint an Acting President to perform all duties in the absence of the President where not otherwise prescribed by these By-Laws;
- perform all other duties and responsibilities of the President described in the CUPE 951 By-Laws, the CUPE 951 Policies and Procedures or in the Collective Agreement;
- perform duties and responsibilities of other Executive Board members when they are absent

14B. The VICE-PRESIDENT will:

- assist the President with responsibility for Union committees referenced in these By-Laws and the Collective Agreement
- perform all duties of the President in the absence of the President;
- be Acting President when the office of President falls vacant until a new President is elected;
- be chair of the Executive Board meetings and deliver that report to the General meeting;
- aid the President in performing such other duties consistent with these By-Laws as the President will from time to time determine necessary;
- co-sign cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, CUPE 951 By-Laws, or vote of the Executive Board or membership at a General meeting;
- have second preference as a delegate to the CUPE National Convention, the Canadian Labour Congress (C.L.C.) Convention, the B.C. Federation of Labour Convention and all other conventions, conferences and meetings of agencies with whom the Local is affiliated

14C. The 2nd VICE-PRESIDENT will:

- assist the President with responsibility for Union committees referenced in these By-Laws and the Collective Agreement

- perform all duties of the President and the Vice-President in the absence of both the President and Vice-President;
- be Acting Vice-President when the office of the Vice-President falls vacant until a new Vice-President is elected;
- co-sign cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, CUPE 951 By-Laws, or vote of the Executive Board or membership at a General meeting;
- have preference as a delegate to the CUPE National Convention, the Canadian Labour Congress (C.L.C.) Convention, the B.C. Federation of Labour Convention and all other conventions, conferences and meetings of agencies with whom the Local is affiliated, in the event that either the President or Vice-President is unable to exercise their preference and attend

14D. The CHIEF STEWARD will:

- perform all duties of the President in the absence of the President and both Vice-Presidents;
- chair meetings of the Stewards;
- act as liaison between the Executive Board and the Stewards;
- supervise the Stewards and ensure that their assigned duties and the Union's policy is adhered to;
- appoint Deputy Chief Stewards to assist as required and perform all duties in the absence of the Chief Steward, and appoint another Acting Deputy Chief Steward when a Deputy is the Acting Chief Steward;
- initiate and respond to correspondence related to grievances and potential grievances pursuant to the provisions of the Collective Agreement;
- remain a member of the Steward Committee for one month following election of a new Chief Steward providing their term has expired;
- co-sign cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, CUPE 951 By-Laws, or vote of the Executive Board or membership at a General meeting;
- chair the Grievance Committee;
- maintain up-to-date files for all grievances;
- be a member of selected Union and University committees referenced in these By-Laws including the Agreement Study and Negotiating Committees;
- perform all other duties and responsibilities of the Chief Steward described in the CUPE 951 By-Laws, the CUPE 951 Policies and Procedures or in the Collective Agreement;
- have preference as a delegate to the CUPE National Convention, the Canadian Labour Congress (C.L.C.) Convention, the B.C. Federation of Labour Convention and all other conventions, conferences and meetings of agencies with whom the Local is affiliated, in the event that either the President or Vice-Presidents are unable to exercise their preference and attend

14E. SECRETARY will:

- keep full and accurate account of all the proceedings of General and Special meetings including: all motions with mover's and seconder's name and initials, alterations in the CUPE 951 By-Laws and CUPE 951 Policies and Procedures, committee reports, results of elections and votes including count;

- sign Minutes-as-approved by the membership and obtain the Presiding Officer's countersignature. This copy will be designated the "archive copy" and will be preserved for binding at year's end and kept on file at all times for deciding questions of the record;
- prepare sufficient draft copies of the Minutes to be distributed normally three days before each Executive Board meeting and preserve one of the copies for binding at year's end. This copy will be designated the "loaner copy" and may be loaned to any member or officer upon written request;
- accept the sign up sheets from the Sergeant at Arms at each meeting and include this roll in the archive Minutes as well as the loaner copy;
- prepare a condensed copy of minutes of monthly membership meetings and distribute it with a notice of the next meeting and its agenda to the full membership each month;
- book rooms for all General, Executive Board and Special meetings;
- maintain a record of all keys issued for Union offices and request additional keys where necessary;
- be empowered, with the approval of President, to employ such stenographic or other assistance as they find necessary, such assistance is to be paid for out of Union funds;
- maintain Executive Board, Steward and Committee contact lists and make available to the membership.

14F. The TREASURER will:

- work with the President and the Trustees to develop the Union's annual budget, and to monitor expenditures;
- regularly make a full financial report to meetings of the Executive Board as well as a written financial report to each General membership meeting, detailing all income and expenditures for the period (in accordance with Article B3.6 of the CUPE Constitution);
- forward to CUPE National all financial obligations for the previous month by the last day of the following month (in accordance with Article B3.8 of the CUPE Constitution);
- accept all applications for membership, collect initiation fees, issue membership cards to initiated members, and replace lost cards upon application;
- provide an accurate monthly membership report including dues to all General meetings and to the National CUPE office and to all affiliates who are entitled to per capita payments;
- audit the dues deductions made by the Accounting Department on a monthly basis;
- receive all initiation fees, dues and assessments and keep a record of each members payments and promptly deposit all money received within 15 days after receipt in the name of the Local in a bank or credit union selected by the Local and receive receipt for same;
- sign all cheques with the President, Vice-Presidents, Chief Steward or Education Committee Chair as co-signee, that have been authorized for payment by the Executive Board or membership at a General Meeting, except that no authorization will be needed for payment of per capita fees to any organization with which the Local is affiliated;
- be bonded for not less than \$1,000 (taking into account the assets of the Local and the amount of cash and cheques handled by the Treasurer) through a master bond held by the CUPE National Office. Any Treasurer who cannot qualify for a bond will be disqualified from office (in accordance with Article B3.9 of the CUPE Constitution);
- record all transactions in a manner acceptable to the Executive Board and Trustees and in accordance with good accounting practices;

- deliver the Local's books to the Trustees for audit annually after December 31 and provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- upon relinquishing office, ensure that all records are balanced and in good order before handing them over to the new Treasurer;
- note and report to the Executive Board any discrepancies between the dues check-off list supplied by management and the total number of signed "Authorization Cards for Dues Deduction" and "Appointment Notices" which are still valid and on file;
- be empowered, with the approval of the President, to authorize clerical assistance under Section 16 of these By-Laws;
- be a member of the Union's Education Committee and provide a monthly budget report of education expenditures.

14G. The EDUCATION COMMITTEE CHAIR will:

- coordinate the activities of the Union's Education Committee;
- process registrations, travel and accommodation bookings, travel advances, and leave notices;
- identify training priorities, educational opportunities, conferences and conventions of importance to the Local and recommend actions to the Executive Board;
- give reports from the Education Committee to the Executive Board and General Meetings;
- co-sign cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, CUPE 951 By-Laws, or vote of the Executive Board or membership at a General meeting.

14H The COMMUNICATIONS COMMITTEE CHAIR will:

- coordinate the activities of the Union's Communications Committee;
- identify communication priorities and track trends and changes to communication methods; report on such to the Executive Board
- coordinate Union outreach programs in liaison with the Good and Welfare Committee, Stewards and the Executive Board
- give reports from the Communications Committee to the Executive Board and General Meetings;

14I. The MEMBERS-AT-LARGE (2) will:

- aid the Executive Board as required in the administration of the Local;
- be a member of at least two Union committees and obtain reports from selected Union committees to present at the Executive Board meetings;
- represent the Union, when necessary, along with other Officers at labour/management meetings.

14J. The TRUSTEES will:

- be responsible for ensuring that monies are only paid out with proper constitutional or membership authorization;
- ensure that proper financial reports are made to the membership;

- act as an auditing committee and audit the books and accounts of the Treasurer and standing committees annually and will be permitted to keep the books for a period sufficient to check all entries;
- report their findings to the first membership meeting following the completion of each audit;
- inspect at least every six months any stocks, bonds, securities, office furniture and equipment, titles of 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 CUPE office and send a copy of each yearly audit to the National Secretary-Treasurer and the area CUPE office in accordance with the provisions of the CUPE Constitution;
- request approval of the membership for an independent auditor whenever such audit is deemed advisable;
- attend Executive Board and General meetings;
- work with the President and the Treasurer to develop the Union's annual budget, and to monitor expenditures.

14K. The SERGEANT AT ARMS will:

- keep a record of attendance for all General and all Special Meetings and may appoint additional Sgts. at Arms to assist when necessary;
- make known to the President the number present at the meeting at any time;
- present the sign up sheets to the Recording Secretary at the close of the meeting with their signature and those of the extra Sgts. at Arms, if any;
- admit members and CUPE representatives but will not admit guests or any non-dues paying visitor except those invited by the Executive Board;
- admit uninitiated members at their discretion but will be responsible for ensuring that they do not vote or otherwise disrupt normal procedures if allowed admittance.

14L. The DEPUTY CHIEF STEWARDS will:

- assist the Chief Steward as required and perform all duties of the Chief Steward position in her/his absence;
- be members of the Union's Grievance Committee and be empowered to file grievances and be spokespersons at grievance meetings on the Union's behalf.

14M. The STEWARDS will:

- interpret the Collective Agreement for all members of the Local and ensure that it is adhered to;
- deal with all complaints and potential grievances;
- meet at least once a month as a Committee to discuss and solve problems, work with the Grievance Committee to deal with contract violations and process grievances, and recommend changes to the Collective Agreement where necessary;
- attend all General and Special meetings;
- be responsible to the Chief Steward in carrying out their duties as laid down in the Stewards' Policy;
- preserve the confidentiality of the business of the Stewards.

14N. Other UNION OFFICERS will:

- be elected or appointed by the Union to represent the members in matters directly related to their committees such as Health and Safety, Return To Work & Accommodation and Union Counselling Referral, as defined in these By-Laws and the Collective Agreement;
- meet at least once a month with their committees to discuss policy matters and seek to resolve problems related to their committees;
- work with the Executive and Stewards to deal with contract violations, and recommend changes to the Collective Agreement where necessary.

Section 15: Out of Pocket Expenses

Out-of-pocket expenses are meant to recompense Executive Board Officers, Trustees, and Stewards in part for the time and personal resources spent in the service of the Local. They are not to be regarded as salary and therefore will remain nominal, and will be subject to the approval of the membership. In the event that any Officer, Trustee or Steward is absent on leave for more than one month that person will not be entitled to out-of-pocket expenses for the period of their absence.

Section 16: Union Staffing and Clerical Assistance

16A. UNION STAFFING

The President and the Chief Steward of the Local will be released from their normal positions for such periods of time as determined by the Executive Board and approved by the membership, not to exceed the terms of office of their Union positions. Other Executive Board Officers, Stewards and Committee members who require filing or other clerical assistance may, upon the approval of the President and Treasurer, be granted Union leave for up to one day per month. In the event that no Officer or Steward is able to provide the assistance, the Executive Board may authorize the hiring of a member to provide part-time clerical assistance as required.

16B. EXECUTIVE ASSISTANT:

The Executive Assistant (EA) provides administrative and secretarial support and technical assistance to the Officers, Stewards and Committees of CUPE 951 as directed by the President and Chief Steward or their designates, reporting to the President or designate.

- prepare correspondence on behalf of the President and the Chief Steward, and receive, record and prepare replies to communications, particularly those between the Director of Human Resources and Local 951, as provided for in the Collective Agreement;
- prepare notices of Union leave, send to employees' departments and keep a record of all Union leave;
- circulate all labour literature that is of interest to the various members and officers;
- fulfill other secretarial duties as requested by the President;
- receive, file and distribute official CUPE correspondence.
- perform other duties as outlined in the EA job description.

Section 17: Delegates

17A. ELIGIBILITY:

To be eligible as a delegate, nominees will have attended at least three (3) General meetings held in the previous twelve months. Where an election is to take place at a General Meeting, nominees will be in attendance at the meeting or have allowed to be filed at the meeting their consent in writing. When there are no eligible nominees, the President may ask the members at the meeting for a motion to waive this requirement. Child Care members who are unable to attend General meetings will be considered eligible providing they have attended an equivalent number of Union meetings held at Child Care services.

17B. SELECTION:

i) Convention/Conference Delegates:

Except for those positions on the Executive Board which have preference to attend all conventions/conferences of agencies with whom the Local is affiliated, all delegates to conventions will be chosen by election at membership meetings. At least one alternate will be elected (or appointed) if necessary at the same meeting. Delegates to conferences may be elected at membership meetings and /or appointed by the Executive Board.

ii) Education Delegates:

On a recommendation from the Education Committee or Executive Board, members names may be put forward for election or appointment in accordance with the priorities established by the current CUPE 951 Policies and Procedures.

iii) Council and Other Delegates:

Delegates to the CUPE Vancouver Island District Council and Victoria Labour Council meetings and those of other affiliates will be appointed by the President in consultation with the Executive Board and will report to meetings of the Local on proceedings at these meetings.

17C. EXPENSES:

i) Delegates to approved Union events will be reimbursed for all expenses related to the event as described in the CUPE 951 Policies and Procedures. Any loss of salary or benefits resulting from attendance at such events will be compensated by the Union.

ii) Delegates are entitled to a travel advance for known expenditures only prior to the approved Union event and must submit an expense report including receipts of their expenditures to the Treasurer upon their return.

17D. OBLIGATIONS:

Delegates will be expected to report back to other CUPE 951 members on events proceedings in a manner consistent with the CUPE 951 Policies and Procedures and will be expected to apply their knowledge to the benefit of CUPE 951.

Section 18: Committees

All Committees will operate under policies and terms of reference approved by the Executive Board and the membership consistent with the terms of the Collective Agreement

where applicable. Committee membership will be by election or appointment as specified in the committee description. Where committee members are to be appointed, the membership will be canvassed to determine who would be interested in participating before appointments are made. Vacancies will be filled at the next General Meeting.

The President in consultation with the Executive Board will appoint committee chairs, except where otherwise stated. Each committee will establish its own working procedures and record them for the convenience of new members appointed to the committee. Each committee will elect its own secretary from among its members. Committees will regularly deliver reports to the Executive Board and the membership and will prepare written copies of these reports for the convenience of the Secretary.

18A. AD-HOC COMMITTEES:

An Ad-Hoc Committee may be struck for a limited time for a special purpose. It may be set up either by election at any meeting or by appointment by the President. Two members of the Executive Board may sit on any special committee as ex-officio members. No ad-hoc committee will be discharged until a final report has been submitted to the Local in writing and all bills and expenditures of the committee have been audited and approved by the Local.

i) Negotiating Committee

A committee established at least 9 months prior to the expiry date of the Local's Collective Agreement and automatically disbanded when a new Collective Agreement has been ratified by the Local and signed. The Negotiating Committee will consist of the CUPE National representative, in a non-voting capacity, and eight (8) members; the President, the Chief Steward, three (3) members elected from the eligible membership and three (3) members appointed by the President in consultation with the Executive Board to ensure gender and occupational balance.

The Negotiating Committee will:

- study the Agreement and its practical applications;
- examine suggestions for improvements, be aware of any inequities, examine other similar agreements and encourage the membership to make their views known to the Committee via surveys;
- formulate proposals which will be approved by the membership prior to negotiations;
- consult with the CUPE Representative assigned to the Local (who will be a non-voting additional member of the Committee) at all stages from formulating proposals, through negotiations, to contract ratification by the membership;
- communicate and coordinate with CUPE locals at other post-secondary institutions on common issues;
- bargain in good faith, acting upon directives from the membership;
- tender progress reports at the Local's General meetings and call for Special meetings should the need arise;
- call a Special meeting when it has reached a tentative agreement or impasse;
- arrange for a ratification vote on the contract proposal consistent with Section 5D of these By-Laws;

ii) Agreement Study Committee

A committee established following the ratification of the new contract. It will consist of the President, Chief-Steward, and up to eight (8) members from representative groups in the Local, four (4) elected at the General Meeting following contract ratification and four (4) appointed by the President in consultation with the Executive Board.

The Agreement Study Committee will:

- study the Agreement and its practical applications;
- examine suggestions for improvements;
- study other similar agreements and be aware of any inequities;
- encourage submissions from other committees;
- report regularly to the membership, encouraging members to make their views known to the Committee;
- deliver its recommendations to the Negotiating Committee upon its election;
- assist the Negotiating Committee in special research and preparation for bargaining as may be required.

iii) Elections Committee

A committee appointed by the President in consultation with the Executive Board not later than March of an election year and ratified by the membership no later than the General meeting in March. The committee will consist of a Returning Officer and two (2) Assistant(s), who are neither officers nor candidates for office. The Committee will have full responsibility for receiving nominations and will treat information submitted to it in connection with its responsibilities as confidential. The Returning Officer must see that all arrangements are democratic. The Committee will ensure that each candidate is eligible for office and make available the duties of any office up for election. The Elections Committee will submit its report at the General meeting in April and ensure that the elections process at the General meeting in May is conducted consistent with Section 8 of these By-Laws. Additional nominations received from the floor at the General meeting in May will be reviewed for eligibility by the Committee.

18B. STANDING COMMITTEES:

A standing committee will be established for an indefinite period. The membership of such a committee will be appointed at the Executive meeting in September of the year of the Executive Board elections, except as specified in the committee description. The terms of office will be for two years except in the case of a vacancy where the member will be appointed for the unexpired portion of the term.

i) Communications Committee

A committee established to ensure effective communications between the Union and its members through a variety of means including newsletters, printed notices, the CUPE 951 web page and electronic mail, consistent with the CUPE 951 Policies and Procedures. The committee will be composed of the Communications Chair, a Vice-President (or designate) and other members appointed by the Executive Board.

ii) CUPE Scholarship Committee

A committee consisting of the Union's representative on the Greater Victoria CUPE Scholarship Committee and members appointed by the Executive Board.

iii) Education Committee

A committee established to identify training priorities, educational opportunities, conferences and conventions of importance to the Local, and recommend actions to the Executive Board, consistent with the CUPE 951 Policies and Procedures. The committee will include a Chair to give the reports to the Executive Board and General Meetings and coordinate the activities of the committee, the Treasurer and at least two other members who will assist with registering delegates, making travel and accommodation arrangements, processing travel advances and arranging educational forums on campus such as Let's Talk events. The committee will be composed of the Education Chair, a Vice-President (or designate), the Treasurer and other members appointed by the Executive Board.

iv) Environment Committee

A committee established to provide members with information about environmental issues at UVic and beyond and work with other CUPE Environment Committees and community organizations on environmental concerns. The committee will be composed of members appointed by the Executive Board.

v) Good and Welfare Committee

A committee established to: a) comfort members and their families when there is an illness, injury or bereavement; b) congratulate members who retire, get married or add to their family; and c) promote the good of the Local Union within the University, consistent with the CUPE 951 Policies and Procedures. The committee will be composed of members appointed by the Executive Board.

vi) Grievance Committee

A committee established to oversee the initiation and resolve of all grievances, following the process set out in the Collective Agreement. The committee has the authority to settle or withdraw a grievance at any stage or to advance a grievance to mediation and/or arbitration, and will ensure that all settlements and variances are documented by Letters of Agreement signed by the President and Chief Steward (or their designates). The Chief Steward (or designate) will chair this committee which is composed of the President and Chief Steward (or designates), Deputy Chief Stewards and other officers and stewards as appropriate. The CUPE National Representative will receive copies of all grievances not settled at the initial stage along with reports of the Grievance Committee.

vii) Human Rights Committee

A committee established to represent the equity and human rights needs of our members consistent with the collective agreement and work with community organizations to end discrimination and promote our Union's involvement in social activism. The committee will be composed of members appointed by the Executive Board.

viii) Political Action Committee

A committee established to provide members with information about political choices and encourage them to participate in the political process. The committee will identify political issues of concern to the membership and ensure CUPE's voice is heard at the Municipal, Provincial and Federal government levels. The committee will be composed of members appointed by the Executive Board.

18C. CONTRACT COMMITTEES:

Committees established under the Collective Agreement for an indefinite period of time (refer to the specific contract articles for further details about these committees). The membership of such a committee will be appointed at the Executive meeting in September or elected at the General meeting in September of the year of the Executive Board elections, except as specified in the committee description. The terms of office will be for two years except in the case of a vacancy where the member will be appointed for the unexpired portion of the term. Where committee positions are not filled at a General Meeting by election the members will be appointed by the Executive Board.

i) Career Development Fund Committee (Article 26)

A committee established to consider and deal with funding requests from members for their career development. The Union's two representatives on the Joint Career Development Fund Committee will be elected at the General meeting in September of the year of the Executive Board elections.

ii) Health and Safety Committee (Article 29)

A committee established to maintain and improve safety in the workplace through the enforcement of the collective agreement provisions on safety and by making recommendations to the Union for improvements to the contract. The Union's four (4) representatives, and one alternate on the Joint Occupational Health and Safety Committee will be elected at the General meeting in September of the year of Executive Board elections.

iii) Job Security Committee (Article 31)

A committee established to discuss and resolve all matters pertaining to job security. The Union's representatives will be a Vice-President (or designate) and up to five (5) others appointed by the Executive Board at the Executive meeting in September of the year of the Executive Board elections.

iv) Joint Job Evaluation Committee (JJEC) (Article 27)

A joint committee established to: (a) monitor the effectiveness of the Joint Job Evaluation Plan and make recommendations to the parties for improvements to the Plan; (b) conduct ongoing job evaluations and audits; (c) review the job evaluation ratings for new positions; (d) review any requests for reconsideration of a job rating. The Union's three representatives on the JJEC will be appointed by the Executive Board to ensure gender and occupational balance. Appointments will be made at the Executive meeting in September of the year of the Executive Board elections. A Vice-President (or designate) will work with the

Joint Job Evaluation Committee to educate the membership on the Job Evaluation process and work with members who request assistance with their individual JE applications and appeals.

v) Libraries Technological and Organizational Change (LTOC) Committee (Article 30)

A joint labour management committee established with the Libraries to discuss and resolve all matters pertaining to on-going changes in the Libraries. A Vice-President (or designate) will be co-chair of this committee and the Union's five (5) other representatives will be appointed by the Executive Board to ensure representational balance within the Libraries. Appointments will be made at the Executive meeting in September of the year of Executive Board elections.

vi) Personnel Benefits Committee (Article 28)

A committee established to review, discuss and make recommendations concerning improvements to the Personnel Benefits Plans in the Collective Agreement. Members will be appointed by the Executive Board at the Executive meeting in May following the Executive Board election, except in the case of the Union's three representatives on the joint Personnel Benefits Committee who will be elected at the General meeting in September of the year of the Executive Board elections.

vii) Return To Work & Accommodation (RTWA) Committee (Articles 18.10, 23 & 33)

A committee established to assist members with their entitlements under the sick leave, return to work and accommodation provisions of the Collective Agreement and to consult and make recommendations regarding the development and maintenance of a consistent process that enables employees with disabilities to maintain their employment at the University. The committee will be composed of the President (or designate) and other members appointed by the Executive Board at the Executive meeting in September of the year of the Executive Board elections, with a member of the committee appointed to the Article 33 Employees With Disabilities Joint Committee by the Executive Board.

viii) Sick Benefit Bank Committee (Article 23)

A committee established to assist in absences due to extended illness or disability. The committee will consist of six (6) members, three (3) of whom will be elected at the General Meeting in September of each year. The committee will meet regularly every month to consider carefully every application to the Bank. Four signatures will be required to authorize the payment of days to applicants whose applications meet the requirements of the Sick Benefit Bank Policy. The committee will notify in writing all applicants to the Bank of the outcome of their claims. They will report regularly to the membership, make recommendations to the Executive Board for improvements to the Bank, and seek the membership's approval for any amendments to the Sick Benefit Bank Policy.

ix) Technological and Organizational Change (TOC) Committee (Article 30)

A committee established to discuss and resolve all matters pertaining to proposed change, including discussion of alternatives to the change introduced by the University. The Union's representatives on this committee will be a Vice-President (or designate) and up to five (5) others appointed by the Executive Board. Appointments will be made at the Executive meeting in September of the year of the Executive Board election. Representatives from the affected department will be consulted.

18D. UNION REPRESENTATIVES ON NON-CONTRACT UNIVERSITY COMMITTEES will:

- be appointed by the President;
- obtain information and report back to the President and at General Meetings of CUPE 951;
- take the Union's position to the committee;
- make the committee aware that they are speaking as an individual on behalf of the Union without the power to negotiate terms and/or conditions that vary from the collective agreement.

Section 19: Rules of Order

All meetings of the Local will be conducted in accordance with the basic principles of Canadian parliamentary procedure as explained in Bourinot's Rules of Order and Appendix "A" of the CUPE Constitution.

Section 20: Amendments

CUPE Local 951 may, by a two-thirds vote at a General meeting, or at a Special meeting called for that purpose, make amendments and/or additions to these By-Laws as it may deem advisable, provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given and further provided that such By-Laws do not conflict with the CUPE Constitution. Any changes in these By-Laws will not be valid until approved by the National President of CUPE in accordance with Article B.5.1 of the CUPE Constitution.

By-Laws amendments approved by the membership at the following CUPE 951 General Meetings:

- November 14, 2001
- January 29, 2004
- June 23, 2004
- October 27, 2004
- September 28, 2005
- September 26 2007
- December 5, 2007
- June 17, 2009
- October 27, 2010
- January 26, 2011
- May 30, 2012