



Local 3908

**Representing Contract Faculty & Student
Academic Workers at Trent University**

Peterborough, Ontario

Local Union Bylaws

Effective date: January 30, 2008

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Article 1: Name

The name of this trade union shall be "Canadian Union of Public Employees, Local 3908"; hereinafter, it shall be referred to as "the Local".

Article 2: Governing Authority

The Local is a chartered local of the Canadian Union of Public Employees. These Bylaws shall conform in all respects with the Constitution of the Canadian Union of Public Employees (CUPE).

Should an unauthorized conflict arise with respect to the CUPE Constitution, the CUPE Constitution shall take precedence.

The activities of the Local shall be in conformity with the Constitution and Bylaws of the Canadian Union of Public Employees and the Local.

The Canadian Union of Public Employees shall hereinafter be referred to as 'the Union'.

Article 3: Objectives

The objectives of the Local are as follows:

- (a) to protect, maintain, and advance the interests of the members of the Local;
- (b) to regulate relations between the Employer and the employees by means of collective bargaining and joint consultation;
- (c) to assist in improving the quality of education at Trent University through active participation in the determination of teaching methods, curriculum, and course content;
- (d) to develop and maintain professional standards of skill, to maintain fair rates of pay and terms and conditions of employment for its members in recognition of their skill, and to work to ensure work opportunities for members within its jurisdiction;
- (e) to take such actions as are necessary and/or appropriate to advance the labour movement as a whole;
- (f) to organize, educate and mobilize the members of the Local such that they actively direct and participate in all the activities of their Union, and
- (g) to do all things necessary to the attainment of the above objectives.

Article 4: Organizational Structure

4.1 The governing bodies of the Local shall consist of the following:

- (a) the membership,
- (b) the Executive Committee, and
- (c) other committees and caucuses.

4.2 The plenary authority of the Local shall rest with the membership of the Local. Such authority shall be exercised in properly constituted membership meetings and referenda, in accordance with these Bylaws.

4.3 All meetings of the governing bodies of the Local shall be conducted in accordance with *Bourinot's Rules of Order*, except as modified by the membership.

4.4 The Local shall become and remain affiliated with the Ontario Division of the Union and with the District Council of the Union having jurisdiction over local unions in Peterborough.

Article 5: Membership

5.1(a) The membership of the Local shall consist of all persons employed in a bargaining unit accepted into the Local by a vote of the membership, as well as such individuals accepted as honorary life members by a vote of the membership of the Local as per the Union's Constitution.

In the event that a new bargaining unit is accepted into the Local, the Executive Committee shall have the authority to establish, *pro tem*, such structures as may be appropriate and necessary for the purposes of this unit's Collective Bargaining and shall bring by-law amendments regarding the new unit to the next General Membership Meeting for ratification by the membership.

5.1(b) For the purposes of membership in the Local, service by a local member as a Local, Provincial or National officer of the Union shall be considered equivalent to employment within the bargaining unit; notwithstanding the foregoing, no member may count such service as service in the bargaining unit beyond two academic years after eligibility for employment in the bargaining unit lapses.

5.2 Any member whose employment terminates may retain her or his membership until the beginning of the second academic year subsequent to the last academic year in which she or he was employed in the bargaining unit.

5.3 No person shall be excluded from membership except as a result of having membership terminated as per the Trial Procedures contained within the Union's Constitution.

5.4 No person otherwise eligible for membership in the Local shall be admitted to membership if she or he has been fined, suspended, or expelled by the Union or any Local of the Union until she or he has complied with the terms of such fine, suspension, or expulsion.

5.5 Membership in the Local shall obligate the member to abide by the provisions of the Constitution of the Union and these Bylaws, as well as any legal agreement entered into by the Union or the Local on her or his behalf.

Article 6: General Meetings

6.1 Frequency

General meetings shall be held at least once between 15 October and 15 November each year, and otherwise as required by these Bylaws or as decided by the Executive.

6.2 Attendance

General meetings shall be closed to all but members in good standing, members of the National Executive Board of the Union, officers of any Council or Division of the Union to which the Local is affiliated, except that the members in good standing in attendance may vote by a 2/3 majority of votes cast to admit an individual non-member.

6.3 Voting at Meetings

6.3(a) Every member in good standing in attendance is entitled to vote on any issue which arises at a general meeting. Each member's vote will be weighted equally with all others'. For mail-in secret ballot voting, and for voting specific to Bylaw and Collective Agreement amendments, strikes, assessments and dues, follow Membership Voting Procedures in Article 15.

6.4 Quorum

Ten (10) members in good standing shall constitute quorum at a general meeting for the transaction of business. This number will include at least 4 members of the Executive Committee.

6.5 Calling and Petitioning General Meetings

6.5(a) General meetings may be called at any time by the President, by majority vote of the Executive Committee, or by the Executive Committee upon receipt of a written petition signed by not fewer than twenty-five (25) members in good standing.

6.5(b) Such a petition must contain the name, department of work, home telephone number, and signature of each signatory, as well as a statement of the purpose for

which the members are petitioning the meeting.

6.5(d) Upon receipt of a properly constituted petition, the Executive Committee shall call a general meeting to take place within fifteen (15) working days. Such meeting shall be solely for the purpose of addressing the issue stated in the petition.

6.6 Notice

6.6(a) Written notice of the date, time, and place of any general meeting shall be given to all members, including notices on Local bulletin boards, not later than seven (7) days previous to the meeting, except for general membership meetings called for the consideration of contract offers immediately previous to and during strikes.

6.7 Annual General Meeting

6.7(a) The Executive Committee shall call an Annual General Meeting to be held between 15 October and 15 November of each year for the purpose of reporting to the membership on the business transacted during the previous year, and the election of the Executive Committee.

Written notice of the Annual General Meeting shall include notice that nominations for the Executive Committee will open and close at the meeting, and shall include a statement of the method of making nominations.

6.7(b) At the Annual General Meeting, the Secretary-Treasurer shall submit to the membership for approval all reports and proposals he or she has prepared, including a budget for the following year.

6.8 Emergency Meetings

6.8 (a) Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than 10 members. The President (or Executive) shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least 24 hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice is given.

Article 7: Unit Caucuses

7.1 The Unit Vice-Presidents may call for a caucus of the members in a bargaining unit for the purpose of discussing issues of interest to that unit and that unit only.

7.2 The President shall attend all caucuses.

7.3 Attendees at a caucus may make recommendations to the Executive Committee but can not make decisions binding on the Local.

Article 8: Officers

8.1 Executive Committee

8.1(a) The Executive Committee of the Local shall consist of the following:

the President,
the General Vice-President
the Vice-President Unit 1
the Vice-President Unit 2
the Secretary-Treasurer,
the Recording Secretary
the Chief Steward Unit 1
the Chief Steward Unit 2

8.1(b) Any member in good standing of the Local at the time of election may be elected to any position on the Executive Committee with the exception of the positions which are specific to a bargaining unit of the Local. Those positions shall be open only to members in good standing from the appropriate bargaining unit.

8.1(c) The term of office for all members of the Executive Committee is the date on which their election takes place to the date of the Annual General Meeting of the following year.

8.1(e) Meetings of the Executive Committee shall be open to all members in good standing of the Local; members who so attend shall have the right to speak, but not to vote.

8.2 Duties of the Executive Committee

8.2(a) The Executive Committee shall take such actions and render such decisions as may be necessary fully to carry out the decisions and instructions of the membership of the Local. The Executive Committee shall enforce the Constitution of the Union and the Bylaws of the Local and the provisions of all agreements between the Employer and the employees, and shall coordinate Union-Local affairs.

8.2(b) The Executive Committee shall have the authority to set the dues charged to the members, upon approval by a majority of the votes cast in a referendum of the membership conducted in accordance with Article 11.

8.2(c) A majority of the members of the Executive Committee shall constitute quorum for the transaction of business.

8.2(d) The Executive Committee shall meet, at a minimum, once per month.

8.2(e) The Executive Committee shall be responsible for the handling and processing of all grievances and for the administration of the Collective Agreement.

8.2(g) Each member of the Executive Committee shall be responsible to, and shall conform to the deliberations of, the Committee in the carrying out of her or his duties. Each member shall ensure that the Executive Committee be fully informed with regard to her or his activities. In the event that a member of the Executive Committee is unable to fulfill her or his duties, she or he shall ensure that another member or members of the Committee take responsibility for her or his duties. Members of the Executive Committee shall not unreasonably refuse to take responsibility for carrying out these duties. The Executive Committee shall be notified in advance of any delegation of duties and shall approve all reasonable arrangements. The Executive Committee as a whole is responsible for the carrying out of all of the duties contained in Articles 8.3 to 8.9.

8.2(h) The President, General Vice-President and the Secretary-Treasurer shall be the official signing officers for the Local.

8.2 (i) The Executive Officers shall hold title to any real estate of the local as trustees for the local. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.

8.2(j) All charges against officers or members shall be made in writing and dealt with in accordance with Article B.VI of the National Constitution.

8.3 Duties of the President

8.3(a) The President shall be the chief executive officer of and spokesperson for the Local.

8.3(b) The President shall normally preside at all meetings of the Executive Committee; at her or his discretion, she may appoint a chairperson for any meeting.

8.3(c) The President shall be the chief administrator of the Local, responsible, in conjunction with the Executive Committee, for the smooth and efficient operation of the Local.

8.3(d) The President shall sign all authorizations, contracts, and other official documents of the Local. In conjunction with the Secretary-Treasurer, she or he shall be responsible for accounting for all funds of the Local.

8.3(e) The President shall be responsible for the calling of all Local meetings, except for meetings of Stewards' Council, and for provision of the required notice for such meetings.

8.3(f) The President shall be a member of all councils and committees of the Local. The

President shall report to the membership at each general membership meeting regarding the actions of the Executive Committee.

8.4 Duties of the Vice-Presidents

8.4(a) The General Vice-President shall act on behalf of the President as requested, in the temporary absence of the President, or when the position of President is vacant and no replacement has been designated as per these Bylaws.

8.4(b) The Unit Vice-Presidents are responsible for the mobilization of the membership in their unit of responsibility.

8.4(c) The Unit Vice-Presidents shall be a member of the Joint Labour-Management Committee and the Bargaining Negotiating Team for their unit.

8.5(d) The Vice-President Unit 2 shall be the Local's chief representative to the Graduate Students' Association.

8.7 Duties of the Chief Stewards

8.7(a) The Chief Stewards shall oversee the handling and processing of all grievances and other related actions undertaken by the Local and/or its members to enforce the Collective Agreement.

8.7(b) The Chief Stewards shall cause adequate records of all grievances conducted by the Local to be maintained in the Local office.

8.7(c) The Chief Stewards shall call meetings of all the Local's Stewards at least once per year. Each Chief Steward may call meetings of Stewards in their Unit of responsibility as required.

8.7(d) The Chief Stewards are responsible for ensuring that the Local has a Steward in each department and that those Stewards are aware of and trained in their responsibilities for representing and mobilizing the members in their areas of responsibility.

8.8 Duties of the Secretary-Treasurer

8.8(a) The Secretary-Treasurer shall be the chief recording and financial officer of the Local.

8.8(b) The Secretary-Treasurer shall receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;

8.8(c) The Secretary-Treasurer shall prepare all CUPE National per capita tax forms

and remit payment no later than the last day of the following month;

8.8(d) The Secretary-Treasurer shall, throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as records and supporting documents for all income received by the Local Union;

8.8(e) The Secretary-Treasurer shall record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;

8.8(f) The Secretary-Treasurer shall make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period;

8.8(g) The Secretary-Treasurer shall be bonded through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;

8.8(h) The Secretary-Treasurer shall pay no money unless supported by a voucher duly signed by the President and one other member of the Board or any two other members of the Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;

8.8(i) The Secretary-Treasurer shall make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;

8.8(j) The Secretary-Treasurer shall provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;

8.8(h) The Secretary-Treasurer shall, not later than February 28th each year, furnish each member, on the forms supplied by the National Office, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year;

8.8(i) The Secretary-Treasurer shall be empowered, with the approval of the membership, to employ necessary clerical assistance to be paid for out of the Local's funds;

8.8(j) The Secretary-Treasurer shall notify all members who are one month in arrears and report to the Board all members two or more months in arrears in the payment of union dues;

8.8(k) The Secretary-Treasurer shall, on termination of office, surrender all books, records and other properties of the Local to his successor.

8.9 Duties of the Recording Secretary

8.9(a) The Recording Secretary shall keep full, accurate and impartial account of the proceedings of all regular or special membership and Board meetings, ensuring that these records include a copy of the full financial report presented by the Secretary-Treasurer;

8.9(b) The Recording Secretary shall record all alterations in the Bylaws;

8.9(c) The Recording Secretary shall answer correspondence and fulfil other secretarial duties as directed by the Board;

8.9(d) The Recording Secretary shall file a copy of all letters sent out and keep on file all communications;

8.9(e) The Recording Secretary shall prepare and distribute all circulars and notices to members;

8.9(f) The Recording Secretary shall have all records ready on reasonable notice for auditors and Trustees;

8.9(g) The Recording Secretary shall preside over membership and Board meetings in the absence of both the President and the Vice-President;

8.9(h) The Recording Secretary shall be empowered, with the approval of the membership, to employ necessary stenographic or other assistance to be paid for out of the local's funds;

8.9(i) The Recording Secretary shall, on termination of office, surrender all books, seals and other properties of the local to his successor.

8.10 Stipend

8.10(a) The President shall receive a stipend, the amount of which shall be the equivalent of a Course Instructorship to be paid in equal monthly installments during the President's term in office.

8.10(b) All other members of the Executive shall each receive an annual payment equal to 50% of the wage, not including vacation pay, that is normally paid to Unit 1 Course Instructors teaching a regular (1.0 credit) course.

8.10(b) All stipends shall be paid in equal monthly installments over each officer's term of office. Where a member of the Executive Committee does not, for any reason, serve her or his entire term of office she or he shall only receive a stipend proportionate to the actual time spent in office.

8.10(c) In the event that the Local commences a strike, all stipends shall be discontinued, effective the first day of strike action. At such time as the strike is officially concluded and the members of the bargaining unit have returned to work, stipend payments shall be recommenced, each recipient of stipend payments having deducted from her or his total entitlement an amount proportionate to the duration of the strike.

8.10(d) All officials of the Local, including Stewards and Committee representatives elected by the membership or appointed by the Executive shall receive a one-year subscription to Our Times magazine or such other, similar publication that serves to report on the actions of the wider labour movement.

8.11 Trustees

8.11(a) The Local shall have three (3) Trustees, who shall be elected by the membership.

8.11(b) Any member in good standing of the Local at the time of election may be elected to the office of Trustee, save for any member who has served on the Executive Committee within the previous year.

8.11(c) The term of office for all Trustees is December 1 of the year in which their election takes place to the last day of November of the third year following. Where such election does not take place, a Trustee shall continue in office until such time as an election is held. Where a Trustee's position is vacant, an election shall be held at the general meeting subsequent to the position being vacated.

8.11(d) Upon the approval of these Bylaws, one Trustee shall be elected for a term of one year, one for a term of two years, and one for a term of three years. Elections in subsequent years shall be for a term of three years, as provided in this Article.

8.12 Duties of Trustees

8.12(a) The Trustees shall act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees at least once every calendar year;

8.12(b) The Trustees shall make a written report of their findings to the first membership meeting following the completion of each audit;

8.12(c) The Trustees shall submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner;

8.12(d) The Trustees shall be responsible to ensure that monies are not paid out

without proper constitutional or membership authorization;

8.12(e) The Trustees shall ensure that proper financial reports are made to the membership;

8.12(f) The Trustees shall audit the record of attendance;

8.12(g) The Trustees shall inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;

8.12(h) The Trustees shall send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

8.13 Election of the Officers

8.13(a) Election of the Executive Committee and Trustees shall take place at the Annual General Meeting, and as otherwise provided herein.

8.13(b) Nominations for positions on the Executive Committee and for the Trustees shall be open as of the start of the Annual General Meeting. Any member in good standing shall have the right to nominate any member in good standing for any position. All nominations must be seconded by a member in good standing. Nominations may be submitted to the Secretary-Treasurer in writing, provided that the nomination is clearly signed by nominator and seconder, and by the nominee in acceptance of the nomination. Members not in attendance at a meeting where nominations are open may be nominated for a position, provided that their acceptance of the nomination is submitted in writing to the Secretary-Treasurer prior to the Annual General Meeting.

8.13(c) At the Annual General Meeting, the National Representative shall advise the members present of the positions to be filled and shall call for nominations.

8.13(d) Elections shall be conducted in accordance with the Union's Constitution. Candidates for a position will be offered an opportunity to speak for up to two (2) minutes.

8.13(e) In accordance with article 11.5 of the CUPE National Constitution, each member voting shall be required to vote for the full number of candidates.

8.13(f) The National Representative shall supply ballots, a ballot box and shall appoint a

Balloting Committee composed of members in good standing not nominated for a position. She may, at her discretion, allow scrutineers representing candidates to observe the work of the Balloting Committee.

8.13(g) The candidate receiving a majority of votes cast (spoiled ballots excepted) shall be declared elected. Where no candidate receives a majority of ballots cast, the candidate receiving the least ballots shall be removed from the list of candidates until one candidate receives a majority of the ballots cast (spoiled ballots excepted).

8.13(h) No candidate may be elected to any more than one (1) position on the Executive Committee.

8.13(i) Where positions remain unfilled subsequent to the Annual General Meeting they shall be filled as per 8.14.

8.14 Vacancies

8.14(a) Should any member of the Executive Committee resign or fail to attend two (2) consecutive meetings of the Committee, or four (4) meetings in total in a year, without acceptable reason for her or his absence, the Executive Committee shall declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.

8.14(b) The Executive Committee may appoint one of its members or another member in good standing to fill a vacant position *pro tem* until such time as a membership meeting can be called. Should the office of President fall vacant, the General Vice-President may fill that vacancy on a temporary basis, but a by-election must be conducted as soon as possible in accordance with Article B.2.3 of the National Constitution.

8.14(c) Should any Trustee resign or otherwise leave office, the Executive Committee shall declare her or his position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.

8.15 Recall

8.15(a) Any member of the Executive Committee or Trustee may be subjected at any time to review of her or his performance at a membership meeting where no fewer than twenty-five (25) members in good standing or a majority of the Executive Committee call for such in writing.

Notice that such a review will take place shall be included in any notice for the membership meeting at which it will occur. Following such a review, the members present may vote to remove the member of the Executive Committee or Trustee from office.

8.15(b) A majority of two-thirds (2/3) of votes cast in favour of removal is required to remove any member of the Executive Committee or Trustee.

8.15(c) The Executive Committee shall call a membership meeting within fifteen (15) working days to review the performance of a member of the Executive Committee or Trustee upon receipt of a valid petition requesting a review as per this Article.

8.15(d) Such a petition must contain the name, department of work, home telephone number, and signature of each signatory.

8.15(e) At any meeting in which her or his performance is under review, the affected member of the Executive Committee or Trustee shall at all times have the right to speak on her or his behalf in response to points raised, without regard to the speakers list.

8.15(f) When a member of the Executive Committee or Trustee is removed in accordance with this Article, Article 8.14 shall apply.

Article 9: Stewards

9.1 Election of Stewards

The members in each employing department shall be entitled to elect one (1) steward from either bargaining unit. Such elections shall be conducted by the Chief Stewards at the Annual General Meetings. The term of office for each Steward shall be from the day of election until August 31 of the following calendar year.

9.1(b) Vacant positions may be filled by the Executive Committee on the recommendation of the Chief Stewards.

9.2 Duties of Stewards

Stewards shall:

- i. recruit and organize members in their departments
- ii. act as representatives of the Local to the employees in their departments
- iii. within the Local, represent the members in their departments
- iv. serve as the liaison between the members they represent and the Executive Committee
- v. advise the members of their departments with regard to matters involving the Collective Agreement
- vi. where appropriate, process the grievances of the members in their departments and represent their members in grievance meetings.

9.3 Recall

The members in good standing of any department may recall their steward by submitting to the Executive a petition signed by two-thirds (2/3) of the members of the Local in that department. Upon receipt of a properly constituted petition, the Executive shall declare the position of the steward to be vacant, and shall conduct forthwith an election to fill the position.

Article 10: Committees

10.1 In addition to any Committees established by these Bylaws, the Executive or membership may strike such committees as are considered appropriate for the needs and purposes of the local.

10.2 At the time any committee is struck, the body striking the committee shall determine the mandate, the requirements for membership, and the duration of activity of the committee.

10.3 Unless otherwise set out at the time a committee is struck, the committee shall make its report and recommendations to the body which strikes it.

10.4 All committees of the Local shall be responsible for maintaining adequate records of their deliberations. Such records shall be kept on file at the Local office.

Article 11: Dues and Assessments

11.1 Union Dues

Each member of the Local shall pay such union dues as are determined from time to time by the Executive, and approved by the membership in a vote conducted in accordance with these Bylaws. Article B.4.3 (c) of CUPE's National Constitution requires that seven days' notice at a previous meeting or 60 days written notice be provided to the members when amendments are being made to the dues structure. A 2/3rds majority is required in order to effect a change in the Local's dues. Such dues shall be in addition to the Union's per capita and any other assessments effected by the National Union.

11.2 Special Assessments

11.2(a) Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

11.2(b) Each member shall pay, in addition to dues, any special assessment as determined by the Local from time to time when special circumstances warrant, as provided for in the Union Constitution.

11.2(c) Where the Executive believes a special assessment is required, it shall conduct

a vote as provided for in these Bylaws in Article 15.

11.2(d) The monies obtained from such assessment shall be used only for the purpose(s) of the assessment, except that any surplus shall be allocated to the Local Defence and Strike Fund.

11.2(e) No assessment of any kind shall be imposed on the members of the Local unless such assessment has been approved by a two-thirds majority of the votes cast at a membership meeting called for that purpose in the manner herein prescribed, and has been approved by the National President.

11.2(f) Notice in writing shall be given to each member in good standing of such a meeting not later than five days in advance of such a meeting.

Article 12: Negotiation of Collective Agreements

12.1 Bargaining Negotiating Team

12.1(a) Each Bargaining Negotiating Team shall consist of three (4) members: the President of the Local, the Unit Vice-President and two (2) members (of which one acts as an "alternate") elected from the bargaining unit concerned. The National Representative shall be a member of each Bargaining Negotiating Team, but without a vote.

12.1(b) The elected member shall be elected at a general meeting at least six (6) calendar months previous to the expiration of any Collective Agreement.

12.1(c) The Bargaining Negotiating Team may choose to create a Bargaining Committee to help with bargaining preparation. Bargaining Committee members will be approved by the Executive Committee and will not take part in collective bargaining negotiations.

12.2 Development and Approval of Proposals

The Bargaining Negotiating Team (and if formed, with help from the Bargaining Committee) shall develop and present bargaining proposals to the membership for approval.

12.3 Responsibilities of Bargaining Negotiating Team

The Bargaining Negotiating Team is responsible for bargaining with representatives of the Employer. The Bargaining Negotiating Team will report regularly to the membership, and to the Executive.

The Bargaining Negotiating Team shall make recommendations to the membership

regarding the timing of strike votes, the commencement of strike action, and the nature of strike action.

12.4 Ratification

12.4(a) In the event that the Bargaining Negotiating Team accepts a Collective Agreement, it shall be presented to the membership for ratification either by mail or at a meeting called for that purpose. Voting procedure for ratification as per Article 6.3 (Voting at Meetings) and Article 15 (Membership Voting Procedures) in these Bylaws.

12.5 Signing Authority

Any Collective Agreement entered into on behalf of the Local shall be signed by the President, the relevant Bargaining Negotiating Team members and the National Representative.

Article 13: Strike Votes

13.1 Where the Bargaining Negotiating Team decides to conduct a strike vote, the Executive Committee will decide to proceed with a secret mail-in ballot or hold a membership meeting as outlined in Article 15 Voting Procedures and in accordance with Article 6.6. Notice of membership meetings called for this purpose shall include a statement from the committee explaining the reasons for the recommendation for a strike vote.

13.2 The membership meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.

Article 14: Strikes

14.1 Where the decision to commence strike action has duly been made in accordance with the manner herein prescribed, and so ordered, every member shall endeavour to support the strike.

14.2 Every member shall conform to the strike policy of the Local.

14.3 Every member shall comply with the directions and/or instructions issued by the Executive Committee during the period of the strike.

14.4 Prior to a strike the Executive shall present a Strike Policy to the membership for approval.

Article 15: Membership Voting Procedures

15.1 Except where otherwise provided for in these Bylaws, the Executive Committee shall determine if voting shall be by a show of hands or by secret mail-in ballot. In view

of the geographic diversity of the Unit 1 membership and subsequent difficulties in attending membership meetings, the ratification of Unit 1 Collective Agreements will be conducted by secret mail-in ballot only.

15.2 A 2/3rds majority of votes cast shall be sufficient to pass a motion authorizing: changes to dues and assessments; strikes (if permitted by statute); amendments to these Bylaws; and the ratification of amendments to the collective agreements (if permitted by statute). For votes on other matters, a simple majority will suffice.

15.3 Decisions made by mail-in secret ballot will conform to the following procedure:

- i) The Executive or National Representative (at the election of the Executive) shall be responsible for the issuing, coding and recoding of each mailed ballot.
- ii) An anonymous record shall be kept of all ballots issued and to which member in good standing each ballot was issued.
- iii) Each member shall be sent a ballot and a return envelope (stamped), together with instructions for completing and returning the ballot.
- iv) Ballots must be received at the Local office no later than ten (10) working days following the date of mailing. Ballots received later than midnight on the tenth day after being mailed out to members shall be considered to have been spoiled or voided.
- v) The ballot shall be worded simply and clearly and shall state the question being decided with boxes where an acceptance or rejection of the choice presented may be indicated by the member.
- vi) On the eleventh day following the date of the mailing the Executive and the National Representative shall open the ballot box and count the ballots.
- vii) The Executive and National Representative shall report to the members the results of the ballot. The report shall indicate the number of ballots issued, the number cast, the number void and spoiled, the decision of the vote. This report shall be mailed to all members in good standing as soon as possible following the counting of the ballots.
- viii) Upon completion of the count the ballots shall be retained for thirty days, following which if no request for a recount signed by at least ten member in good standing has been received by the Secretary-Treasurer, the ballots shall be destroyed.

15.4 Where a mail-in ballot is conducted as per 15.1, information regarding the vote arrangements and background material regarding the issue(s) to be voted upon shall be forwarded to the membership no less than fifteen (15) days prior to the deadline for the submission of ballots.

Article 16: Local Defence and Strike Fund

16.1 Generation of Local Defence and Strike Fund

A Local Defence and Strike Fund, composed of amounts determined from time to time by the membership on the recommendation of the Executive shall be kept in a separate account at a credit union or other chartered, government-insured financial institution, according to the direction of the membership.

16.2 Expenditures from Local Defence and Strike Fund

Expenditures from the Local Defence and Strike Fund shall be in accordance with the Local Strike Policy and shall only be made as follows.

16.3 Beginning on the date of termination of a Collective Agreement, the Executive Committee, in consultation with the Bargaining Negotiating Team, shall be authorized to spend from the Local Defence and Strike Fund to prepare for a possible strike.

16.4 Where another Local of the Union is on strike or about to strike, the Executive Committee may authorize an interest-free loan of an amount not to exceed the interest on the Local Defence and Strike Fund projected for the current year.

Article 17: Charges Against Members

17.1 Charges against members may be made for the offences listed in the Constitution of the Union and shall be dealt with in accordance with the provisions therein.

Article 18: Amendments to these Bylaws

18.1 These Bylaws shall not be amended, added to, or suspended except upon a 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 60 days' written notice.

18.2 The Executive Committee may propose amendments to these Bylaws by submitting the exact wording of the proposed amendment to the Secretary-Treasurer.

Where possible, amendments so received by the Secretary-Treasurer shall be included in the notice for the next general meeting.

18.3 Members' Amendments

18.3(a) Any two members may propose an amendment to these Bylaws by submitting the exact wording of their amendment, signed by both members, to the Secretary-Treasurer.

18.3(b) The proposed amendment shall be in the notice of the next membership meeting.

18.3(c) The proposed amendment shall be dealt with at said membership meeting. The Executive may call such a meeting for the purpose of consideration of the proposed amendment.

18.3(d) In the event that a membership meeting has been scheduled such that the requirements for notice contained in Articles 18.3(b) and (c) cannot be met, consideration of the proposed amendment may be deferred to the subsequent membership meeting.

18.4 Effective Date

Any change in these Bylaws shall take effect upon approval by the National President of the Union, as required under the Constitution of the Union.

18.5 Local 3908's Bylaws are subordinate to the CUPE Constitution (including Appendix "B") as it now exists and or may be amended from time to time, and in the event of any conflict between these Bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict is the prerogative of the National President.

Article 19: Enactment

19.1 On January 30, 2008, these Bylaws were presented to the membership of the Local at a properly constituted membership meeting. The membership adopted the bylaws on the condition that the executive committee clarify the voting procedures therein. Following these changes, the bylaws were submitted to the National President of the Union for approval.

19.2 Upon approval by the National President of the Union and the general membership as per Article 15, these Bylaws will be enacted and replace any previous Bylaws.

APPENDIX "A" TO THE BYLAWS OF CUPE LOCAL 3908

Rules Of Order

1. The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in his absence a President pro-tem shall be chosen by the Local.
2. No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to

state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.

11. When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, he shall cease speaking until the point is determined; if it is decided he is in order, he may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may in addition give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.

22. If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
25. The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.