

CUPE 2626

**Canadian Union of Public Employees – Local 2626**

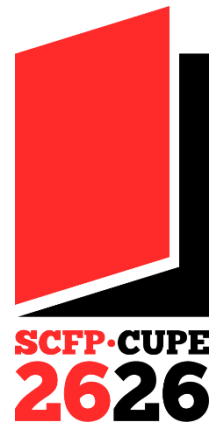
Union of Student Workers at the University of Ottawa

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# BYLAWS

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Version 2013/rev.2019



# NOTICE

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**The present Bylaws are subject to change.**

Please see the website (2626.cupe.ca) for the latest published version, and contact the Union (info@cupe2626.ca) to receive copies of any modifications not yet included in the published version.

*Une version en français de ce document est disponible sur 2626.scfp.ca.*

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# PREAMBLE

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**On May 20, 1997, the Ontario Labour Relations Board (File No. 4346-96-R) recognized that:** “all employees of the University of Ottawa, in the Regional Municipality of Ottawa-Carleton, employed as Teaching Assistants, Tutors, Demonstrators, Markers, Research Assistants, Proctors and Lab Monitors, save and except any person for whom a trade union held bargaining rights on the date of the application,” constitute a unit of employees of the responding party appropriate for collective bargaining.<sup>1</sup>

Following this decision, the Canadian Union of Public Employees and its Local 2626 was recognized as the only bargaining agent for the Teaching Assistants, Tutors, Demonstrators, Markers, Research Assistants, Proctors and Lab Monitors at the University of Ottawa, ensuring the representation of its members on issues related to work conditions with the Employer (the University of Ottawa).

**On February 28, 2008, the Ontario Labour Relations Board (File No. 3374-07-R) recognized that:** “all employees of Université d’Ottawa/University of Ottawa in the city of Ottawa employed as life guards, head guards and swim instructors, save and except supervisors, persons above the rank of supervisor and employees in bargaining units for whom any trade union held bargaining rights as of January 31, 2008”, constitutes a unit of employees of the responding party appropriate for collective bargaining.

**On March 4, 2009, the members of CUPE 2626 at the General Assembly passed the following motion:** “That the AGA ratifies the inclusion of lifeguards as a subunit of 2626-2 as approved at the Special Stewards Council Meeting held on April 7, 2008, and that the Executive committee works to integrate them.”

As a consequence of the abolition of the sub-group 2626-1 of soft-funded research bursary holders through bargaining the Collective Agreement in 2010, the lifeguards unit 2626-2 became unit 2626-1.

The present Local of the Canadian Union of Public Employees was formed in order to work towards improving the social and economic welfare of its members and to show its faith in the unity of the labour movement.

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<sup>1</sup> CLARITY NOTE: The parties agree and understand that it is a condition of employment for all employees in the bargaining unit that they be students registered at the University of Ottawa. The parties further agree that work performed under the existing Work-Study Program is excluded from the bargaining unit.

# OBJECTIVES

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Recognizing the needs of its members, their rights and their privileges, the Canadian Union of Public Employees and its Local 2626 as well as CUPE 2626-1 adopted the following objectives:

1. To protect, maintain and promote the interests of the members of the Local;
2. To resolve conflicts between the Employees and the Employer through collective bargaining and consultations;
3. To maintain the salaries and work conditions of its members at a just level in respect to their qualifications, to work towards the advancement of the social and economic welfare of its members and to elaborate and maintain professional norms of competence;
4. To act as an agent on behalf of its members with all external agencies which are responsible for questions related to post-secondary education or which have an interest in those;
5. To support the Canadian Union of Public Employees in the pursuit of the objectives mentioned in Article II of the Constitution of the Canadian Union of Public Employees; to give its members the opportunity to influence and to give a direction to their future by taking part in free democratic unionism;
6. To undertake all necessary and/or appropriate actions to ensure advancement of the labour movement as a whole;
7. To encourage the resolution, through negotiation and mediation, of all conflicts between the employees and the employer;
8. To accomplish all the tasks necessary to the achievement of the objectives mentioned above.

## ARTICLE 1.

# NAMES AND DEFINITIONS

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### 1.1. NAMES AND HEAD OFFICE

**1.1.1.** The present Local is called the Canadian Union of Public Employees and its Local 2626 (hereinafter called CUPE 2626) of the Canadian Union of Public Employees (hereinafter called CUPE).

**1.1.2.** CUPE 2626-1 is a sub-group of CUPE 2626.

**1.1.3.** The head office is located in the city of Ottawa, in Ontario, Canada.

### 1.2. INTERPRETATIONS, ABBREVIATIONS & DEFINITIONS

**1.2.1.** It is understood that wherever it is used, the feminine is inclusive of the masculine.

**1.2.2.** Unless otherwise specified in an article, the abbreviation CUPE 2626 designates both CUPE 2626 and CUPE 2626-1.

**1.2.3.** Signification of the abbreviations and definitions:

- *CUPE* Canadian Union of Public Employees (National)
- *CUPE 2626* Canadian Union of Public Employees and its Local 2626
- *CUPE 2626-1* Sub-local of CUPE 2626 of life guards, head guards and swim instructors
- *Department* academic unit or service
- *Right to nominate* the right to be nominated, to nominate oneself
- *Members* unless otherwise specified, this term designates all members in good standing of both CUPE 2626 and CUPE 2626-1
  - *RMGS* Regular Member in Good Standing of CUPE 2626 on the GC
  - *Regular member of CUPE 2626-1* designates the members in good standing, in the subunit CUPE 2626-1
- *LR* Lifeguards Representative (2626-1)
- *CUPERA* CUPE representative assigned to our Local
- *GA* General Assembly
  - *AGA* Annual General Assembly
  - *RGA* Regular General Assembly



- SGA Special General Assembly
- EB Executive Board
- GC Grievance Committee
- BC Bargaining Committee
- CS Chief Steward
  - CSA Chief Steward Anglophone
  - CSF Chief Steward Francophone
- SC Stewards Council
- SOHSC Sectoral Occupational Health and Safety Committee
- Officer those persons holding offices elected by a 2626 General Assembly under article 11, including positions on the EB and BC, President of Assembly, RMGS, and Trustee.
- OHSC 2626 Occupational Health and Safety Committee of CUPE 2626
- UOHSC University Occupational Health and Safety Committee
- *Interim Elections* Any election held at a SC meeting to fill vacant positions until the next General Assembly
- *By-Elections* Any election held at a General Assembly to fill vacant or interim positions until the end of the regular term of said positions

**1.2.4.** Members of CUPE 2626 can apply for membership in order to become members in good standing by filing an application for membership cards. Any member who is not a member in good standing remains a Rand Formula member.

## **ARTICLE 2.**

# **AUTHORITY**

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- 2.1.** CUPE 2626 is a recognized labour unit of CUPE.
- 2.2.** CUPE 2626-1 is a recognized sub-group of CUPE 2626.
- 2.3.** The present Bylaws apply to all regular members of CUPE 2626 and to regular members of CUPE 2626-1, as well as to all standing and *Ad hoc* committees, existing or to be created, General Assemblies, Stewards' Councils and Executive Boards of CUPE 2626.
- 2.4.** The members in good standing of CUPE 2626 have supreme authority over CUPE 2626. Subject to Articles 14 and 20, this authority will be exercised through General Assemblies and Referenda in keeping with the present Bylaws.
- 2.5.** All General Assemblies, as well as all meetings of CUPE 2626 councils and committees, will be conducted according to the present Bylaws and the most recent version of Bourinot's Rules of Order. However, should there be a conflict between Bourinot's Rules of Order and the present Bylaws, the latter will prevail over the former.
- 2.6.** In the event of a divergence between the interpretation of the French and the English versions, the former will prevail.

## ARTICLE 3.

# BILINGUALISM

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### 3.1. OFFICIAL LANGUAGES OF CUPE 2626

**3.1.1.** The terms bilingual and bilingualism refer to the official languages of the University of Ottawa: French and English.

**3.1.2.** CUPE 2626 is a bilingual union that recognizes both French and English as working and official languages.

**3.1.3.** Every member has the right to express herself in the official language of their choice at any official meeting of CUPE 2626.

**3.1.4.** Every member can get services in the official language of their choice.

**3.1.5.** All General Assemblies, as well as all meetings of the Executive Board and of the Stewards' Council will be presided by a bilingual President of Assembly.

**3.1.6.** At General Assemblies, Executive Board meetings, and Stewards' Council meetings, the President of Assembly will provide an adequate translation to unilingual members if those speaking cannot do so themselves.

### 3.2. DOCUMENTS

**3.2.1.** The agendas as well as the minutes of General Assemblies, Executive Board meetings and Stewards' Council meetings will be published in both official languages.

**3.2.2.** All official reports, reports of standing and *Ad hoc* committees, reports of officers, as well as all official documents of CUPE 2626, will be published in both official languages.

### 3.3. LINGUISTIC REQUIREMENTS

**3.3.1.** The linguistic requirements for each officer of CUPE 2626 and the Lifeguards Representative are based on the following:

- Degree of Functionality A – written & oral comprehension, written & oral expression
- Degree of Functionality B – written & oral comprehension, oral expression
- Degree of Functionality C – written & oral comprehension

- Degree of Functionality D – written comprehension

**3.3.2.** Unless otherwise specified elsewhere in the present Bylaws, all officers of CUPE 2626 require at minimum the Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality D in the second official language.

**3.3.3.** Elected positions require the following minimum Degree of Functionality in official languages, as defined in Article 3.3.1.

**3.3.3.1.** President requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality B in the second official language.

**3.3.3.2.** Vice-President requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality B in the second official language.

**3.3.3.3.** Secretary-Treasurer requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality D in the second official language.

**3.3.3.4.** Chief Steward Francophone requires a minimum Degree of Functionality A in French and the Degree of Functionality D in English.

**3.3.3.5.** Chief Steward Anglophone requires a minimum Degree of Functionality A in English and the Degree of Functionality D in French.

**3.3.3.6.** Equity and Education Officer requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality D in the second official language.

**3.3.3.7.** Health and Safety Officer requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality D in the second official language.

**3.3.3.8.** Recording Secretary requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality B in the second official language.

**3.3.3.9.** Lifeguards Representative requires a minimum Degree of Functionality as determined by the Constitution of CUPE 2626-1.

**3.3.3.10.** President of Assembly requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality B in the second official language.

**3.3.3.11.** Regular Member in Good Standing requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality C in the second official language.

**3.3.3.12.** Trustees require a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality D in the second official language.

**3.3.3.13.** Chair of the Bargaining Committee requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality B in the second official language.

**3.3.3.14.** Members of the Bargaining Committee requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality C in the second official language.

# ARTICLE 4.

# MEMBERS

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## 4.1. REGULAR MEMBERS OF CUPE 2626

4.1.1. All students employed by the University of Ottawa, in the city of Ottawa, who work as Teaching Assistants, Tutors, Demonstrators, Markers, Research Assistants, Proctors or Lab Monitors are Regular members of CUPE 2626.

4.1.2. Every Regular member of CUPE 2626 must respect the goals and objectives as they are specified in the preamble, the present Bylaws and the Constitution of CUPE.

4.1.3. Regular members in good standing of CUPE 2626 have the right to attend meetings of all decision-making bodies of CUPE 2626, except those of the Grievance Committee; furthermore, they must leave the room for discussions held *In camera*.

4.1.4. Regular members in good standing of CUPE 2626 have the right to speak at meetings they attend, but must follow the adopted rules of procedure.

4.1.5. Only regular members in good standing of CUPE 2626 are able to run for positions within the Executive Board, the Stewards' Council as well as any standing or *Ad hoc* committee of CUPE 2626.

## 4.2. REGULAR MEMBERS OF CUPE 2626-1

4.2.1. All lifeguards, head guards and swim instructors employed by Sports Services of the University of Ottawa

4.2.2. Every regular member of CUPE 2626-1 must respect the goals and objectives as they are specified in the Preamble, the present Bylaws and the Constitution of CUPE.

4.2.3. Regular members in good standing of CUPE 2626-1 have the right to attend meetings of all decision-making bodies of CUPE 2626, except those of the Grievance Committee; furthermore, they must leave the room for discussions held *In camera*.

4.2.4. Regular members in good standing of CUPE 2626-1 have the right to speak at meetings they attend, but must follow the adopted rules of procedure.

## 4.3. OTHER PROVISIONS

4.3.1. Although membership cards are not mandatory, members who want to get one will be able to do so by contacting the officers of the union.

### **4.3.2. CONTINUATION OF MEMBERSHIP**

**4.3.2.1.** A member whose employment and/or soft-funded bursary ends will keep their status as a member for the 12 calendar months following the end of their last contract.

**4.3.2.2.** A member who loses their student status, leaves the University willingly or not, or who completes their program of studies automatically loses their status as a member of CUPE 2626 as well as all the rights and privileges attached to this status.

*Members of CUPE 2626-1 (Lifeguards) are not covered by this clause.*

**4.3.3.** No person will be excluded from CUPE 2626 for reasons pertaining to age, gender, race, nationality, ancestry, citizenship, marital status, illness or results of medical tests, sexual orientation or preference, place of residence, school of thought, beliefs, religious or political affiliations or activities, criminal records or any physical handicap or invalidity.

**4.3.4.** No person can be admitted or reinstated as a member if they were fined, suspended or expelled from CUPE 2626 or CUPE while the sanctions received have not been cleared.

**4.3.5.** Individuals occupying an elected paid position at CUPE 2626 will be considered a member of CUPE 2626 throughout the mandate for which they are elected. They will also maintain all rights and privileges attached to their status notwithstanding those for which student status must be maintained. This membership extension will not exceed a period of two mandates. Individuals given such an extension cannot run for election unless they are a student at the time of the election and at the start of their mandate.

## **ARTICLE 5.**

# **GENERAL ASSEMBLIES**

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### **5.1. MANDATE**

#### **5.1.1. TYPES OF GENERAL ASSEMBLIES**

There are three (3) types of General Assemblies:

- a. Annual General Assembly (AGA);
- b. Regular General Assembly (RGA); and
- c. Special General Assembly (SGA).

**5.1.2.** Each of these General Assemblies has a reason for being and has functions that are unique.

**5.1.3.** All officers and standing committees of CUPE 2626 are accountable to the GAs.

**5.1.4.** Subject to Article 10.12, GAs must be presided over by the President of Assembly of CUPE 2626.

**5.1.5.** Subject to Articles 5.3.1.1 and 5.4.1.1, only the President or their replacement, taking into account the required delays that are stipulated in the present Bylaws, has, after consulting the EC, the authority to call an AGA or a RGA.

### **5.2. COMPOSITION, PROCEDURES AND RIGHTS**

#### **5.2.1. RIGHT TO ATTEND**

**5.2.1.1.** Members in good standing of CUPE 2626, the employees of CUPE 2626, and any other individuals permitted by the CUPE national constitution have the right to attend GAs.

**5.2.1.2.** Exceptionally, members attending a GA can admit non-members by a majority vote to that effect upon two conditions: first, the presence of said non-members must be relevant to at least one item on the agenda, and, second, these non-members must comply with the accepted rules of order. Furthermore, they will only be admitted for those items for which their presence was accepted and they must leave the room as soon as those items are completed.



## **5.2.2. RIGHT TO SPEAK, TO PRESENT MOTIONS, TO VOTE, AND TO NOMINATE**

**5.2.2.1.** All members in good standing of CUPE 2626 who attend a GA have the right to speak, to present motions and to vote on any issue discussed, as well as the right to nominate.

**5.2.2.2.** Employees of CUPE 2626, any individual permitted by the CUPE national constitution to attend GAs, and those individuals exceptionally admitted by membership who attend GA have the right to speak, to clarify certain issues and to advise the GA. They do not have the right to present motions, nor to vote, nor to make nominations.

**5.2.2.3.** Notwithstanding Article 5.2.2.1, only regular members in good standing of CUPE 2626 have the right to present motions, to vote and to nominate at a type II SGA; only regular members in good standing of CUPE 2626-1 have the right to present motions, to vote and to nominate at a type III SGA.

## **5.3. ANNUAL GENERAL ASSEMBLY (AGA)**

### **5.3.1. PROCEDURES**

**5.3.1.1.** An Annual General Assembly must be held between March 1st and April 30th of each academic year.

**5.3.1.2.** The goals of an AGA are, among other things, to present an account of the activities of CUPE 2626 in the past year, to hold elections, to adopt a budget for the coming year, and, when deemed necessary, to give mandates to the various committees of CUPE 2626.

### **5.3.2. QUORUM**

**5.3.2.1.** The quorum for an Annual General Assembly is the lesser of sixty-five (65) or two percent of members.

**5.3.2.1.1.** If quorum is not reached at an AGA, the meeting shall be converted into a Stewards' Council meeting. This special Stewards' Council will have as its agenda the business of the AGA. The Special SC will have the powers outlined in Article 6 on Stewards' Councils and not those of the AGA.

**5.3.2.1.2.** A minimum of three (3) members of the Executive Board must be present at any GA.

**5.3.2.2.** The agenda for the AGA must include, among other things, the following items in addition to the agenda items mandated by the CUPE National Constitution:

- a. Elections;
- b. Report of the incumbent President on the Executive Board activities;

- c. Report of the Secretary-treasurer (financial report and budget);
- d. Report of the Chair of the Bargaining Committee (in periods of bargaining).

### **5.3.3. PUBLICITY FOR AN AGA**

A written notice with the date, time, location and Agenda of the AGA must be well publicized for at least fourteen (14) days prior to the AGA. It must also mention the nomination period for all positions that will be elected and specify the procedure to follow to nominate a member to one of the positions. This notice should be emailed to members, and also distributed through whatever other means the Executive Board deems appropriate, including postings on campus billboards, advertising in campus newspapers, and sharing via social media.

## **5.4. REGULAR GENERAL ASSEMBLY (RGA)**

### **5.4.1. PROCEDURES**

**5.4.1.1.** A RGA must be held at least once between September 1st and December 15<sup>th</sup> of each year.

**5.4.1.2.** The goal of a RGA is, among other things, to deal with certain important issues; to elect by interim, if necessary, members to fill vacant positions; to give, if necessary, mandates to various committees of CUPE 2626; to evaluate the situation of CUPE 2626; and to give members of CUPE 2626 a chance to express their concerns and their recommendations.

**5.4.1.3.** If quorum is not reached at an RGA, the meeting shall be converted into a special Stewards' Council meeting. This special Stewards' Council will have as its agenda the business of the RGA. The Special SC will have the powers outlined in Article 6.3 on Stewards' Councils and not those of the RGA.

### **5.4.2. Quorum**

**5.4.2.1.** The quorum for a Regular General Assembly is the lesser of sixty-five (65) or two percent of members.

**5.4.2.2.** A minimum of three (3) members of the Executive Board must be present at any Regular General Assembly.

**5.4.2.3.** If quorum is not reached at an RGA, the meeting shall be converted into a special Stewards' Council meeting. This special Stewards' Council will have as its agenda the business of the RGA. The Special SC will have the powers outlined in Article 6.3 on Stewards' Councils and not those of the RGA.

### **5.4.3. PUBLICITY FOR A RGA**

A written notice with the date, time, location and Agenda of the RGA must be well publicized for at least fourteen (14) days prior to the RGA. It must also mention the nomination period for all positions that will be elected and specify the procedure to follow to nominate a member to one of the positions. This notice should be emailed to members, and also distributed through whatever other means the Executive Board deems appropriate, including postings on campus billboards, advertising in campus newspapers, and sharing via social media.

## **5.5. SPECIAL GENERAL ASSEMBLY (SGA)**

### **5.5.1. PROCEDURES**

#### **5.5.1.1. TYPES OF SPECIAL GENERAL ASSEMBLIES**

There are three types of SGAs:

- a. Type I SGA (for all members in good standing of CUPE 2626);
- b. Type II SGA (for all regular members in good standing of CUPE 2626);
- c. Type III SGA (for all regular members in good standing of CUPE 2626-1).

**5.5.1.2.** Any of these SGAs can be called at any time by the President of CUPE 2626 or by a three-quarter (3/4) majority vote of the Executive Board. Subject to Article 6.3.3.2, the Stewards' Council can call a SGA by a three-quarter (3/4) majority vote of its members. Subject to Article 5.5.3, a SGA can also be called by petition to that effect from the membership of CUPE 2626.

**5.5.1.3.** The goal of a SGA is to deal with certain issues which are deemed important and which require a rapid decision or which can only be resolved by holding a GA.

#### **5.5.1.4. Quorum**

**5.5.1.4.1.** The quorum for a Special General Assembly is the lesser of sixty-five (65) or two percent of members.

**5.5.1.4.2.** A minimum of three (3) members of the Executive Board must be present at any SGA.

**5.5.1.5.** The Agenda for a SGA can only include those items for which it was called.

### **5.5.2. PUBLICITY FOR A SGA**

**5.5.2.1.** The publicity required to call a SGA differs from that required for an AGA or a RGA. Because the time allotted to the organization of a SGA is determined by the emergency and the seriousness of the issues with which the local has to deal with, the Executive Board will take the necessary measures to ensure that the greatest number of members is informed of the date, time, location and Agenda of the SGA.

**5.5.2.2.** A written notice with the date, time, location, and Agenda of the RGA must be well publicized at least twenty-four (24) hours prior to the SGA, and distributed to the membership through whatever means feasible.

### **5.5.3. SPECIAL GENERAL ASSEMBLY (SGA) BY PETITION**

**5.5.3.1.** Members in good standing of CUPE 2626 can, if they deem necessary, undertake the required procedure to call a type I SGA; the regular members in good standing of CUPE 2626, a type II SGA; the regular members in good standing of CUPE 2626-1, a type III SGA.

**5.5.3.2.** Each page of the petition must include the following items:

- a. The date on which the petition was started;
- b. The type of SGA by petition requested;
- c. The reasons for calling a SGA;
- d. A tentative date to hold the SGA;
- e. The printed name of every signatory, the student ID number of each signatory, the employee number of each signatory (in cases where it applies), the department or unit, and the signature of each signatory.

**5.5.3.3.** When at least 300 members in good standing of CUPE 2626 have requested a type I SGA by petition, or 200 regular members in good standing of CUPE 2626 have requested a type II SGA by petition, or the lesser of 150 regular members in good standing of CUPE 2626-1 or 1/3 of current membership of CUPE 2626-1 have requested a type III SGA by petition, this petition will be submitted to the members of the Executive Board.

**5.5.3.4.** In the ten (10) working days following the reception of the petition, the President, with the help of the Executive Board, will:

- a. Verify the pages of the petition, that is to say check the name, employee and student numbers of the signatories, to make sure that they are indeed regular members in good standing of CUPE 2626;
- b. Make sure that the required number of valid signatures has been reached;
- c. Call a SGA following the procedure described in Article 5.5, as soon as they establish that the petition respects the requirements stipulated in Articles 5.5.3.4 and 5.5.3.6.

**5.5.3.5.** The date on which the SGA will be held is determined in consideration of the tentative date requested by the signatories. However, the SGA must be held within 20 working days of the SGA being called.

**5.5.3.6.** Only those items for which the SGA was called will appear on the Agenda and will be dealt with at the SGA.

## **ARTICLE 6.**

# **STEWARDS' COUNCIL (SC)**

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### **6.1. MANDATE**

**6.1.1.** The Stewards' Council (SC) is the second most important decision-making body within CUPE 2626, after the GAs.

**6.1.2.** Notwithstanding Article 6.1.1, no CUPE 2626 committee or council will be accountable to the SC, except for the *Ad hoc* committees it created.

**6.1.3.** The SC has the mandate to keep lines of communication open between the Executive Board and the membership and to advise the Executive Board between GAs.

**6.1.4.** The SC meets at least twice in the fall semester, at least twice in the winter semester, and, if possible, once in the spring/summer semester, or as often as is deemed necessary.

**6.1.5.** A special SC meeting can be called in extraordinary circumstances provided that the Stewards are advised and that relevant documentation is made available at least forty-eight (48) hours prior to the special SC meeting.

**6.1.5.1.** Notwithstanding 6.1.5, AGAs and RGAs that fail to attain quorum may be immediately converted into special SC meetings (per 5.3.1.3.1 and 5.4.1.3, respectively) without further advanced notice, provided that members were given proper notice of the planned GA.

### **6.2. COMPOSITION, PROCEDURES AND RIGHTS**

#### **6.2.1. COMPOSITION AND PROCEDURES**

**6.2.1.1.** The required quorum for a SC meeting is twenty-five percent (25%) of registered Stewards.

**6.2.1.2.** Subject to Article 10.12, SC meetings must be presided over by the President of Assembly of CUPE 2626.

**6.2.1.3.** Minutes will be kept by the Recording Secretary. After their adoption, they will be kept in the archives of CUPE 2626.

**6.2.1.4.** All decisions made by the SC must be reported at the following Executive Board meeting.

## **6.2.2. RIGHT TO ATTEND**

**6.2.2.1.** Members in good standing of CUPE 2626, the employees of CUPE 2626, and any other individuals permitted by the CUPE National constitution have the right to attend SC meetings.

**6.2.2.2.** Exceptionally, Stewards attending a SC meeting may admit non-members by a majority vote upon two conditions: first, the presence of these non-members must be relevant to at least one of the items on the agenda and, second, these non-members must follow the accepted rules of procedure. Furthermore, they can only be admitted for the items for which their presence is required and must leave as soon as these items are completed.

**6.2.2.3.** Notwithstanding Article 12.3.1.2, Stewards who cannot attend a Stewards' Council meeting shall nominate a member of the academic unit they represent to attend a meeting by proxy. The Steward will inform one or both of the Chief Stewards in advance of the meeting. The Chief Stewards must then verify that the proposed individual is a member. A member's proxy role ends after one meeting.

**6.2.2.3.1.** Stewards should also appoint a proxy (using the procedures outlined in 6.2.2.3.) for any AGA or RGA they are unable to attend. This proxy will take their place in the event the assembly is converted into a special SC meeting.

**6.2.2.3.2.** Notwithstanding 6.2.2.3., all members present at a special SC meeting held to replace an AGA or RGA that failed to attain quorum shall be allowed to participate in debate, although only Stewards will be allowed to propose motions or vote.

**6.2.2.3.3.** When a Special SC meeting is held to replace an AGA or RGA that fails to attain quorum, the Stewards' Council will have the authority to deal with any business before the GA that it judges to be necessary to the union's functioning, such as the annual budget. Such matters will be approved only on an interim basis and be subject to reconsideration by the membership at the next GA.

## **6.2.3. RIGHT TO SPEAK, TO PRESENT MOTIONS, TO VOTE AND TO NOMINATE**

**6.2.3.1.** All Stewards attending a SC meeting have the right to speak, to present motions and to vote on all issues brought up at the SC meeting; they also have the right to nominate and be nominated.

**6.2.3.2.** Both Chief Stewards have the right to speak on all the issues brought up at the SC meeting but do not have the right to present motions, to vote nor to nominate.

**6.2.3.3.** Employees of CUPE 2626, any individual permitted by the CUPE national constitution to attend GAs, and those individuals exceptionally admitted by membership who attend a SC have the right to speak to clarify certain issues and to

advise the SC, but do not have the right to present motions, nor to vote, nor to make nominations.

## **6.3. POWERS**

### **6.3.1. CREATION OF AN *AD HOC* COMMITTEE**

**6.3.1.1.** Subject to Article 9, the SC has the authority to create *Ad hoc* committees to study issues deemed important.

**6.3.1.2.** The Chief Stewards must inform the Executive Board of the creation of such a committee and of its reason for being at the following Executive Board meeting.

**6.3.1.3.** The report of the *Ad hoc* committee, once it has been adopted, will be handed to the Recording Secretary to be kept in the CUPE 2626 archives.

**6.3.1.4.** The SC will then decide whether to recommend the report to the Executive Board.

### **6.3.2. INTERIM ELECTIONS**

**6.3.2.1.** Subject to Article 11 and Appendix C.6, a special SC meeting can be called to hold interim elections of CUPE 2626 officers.

### **6.3.3. OTHER POWERS**

**6.3.3.1.** The SC can recommend to the EB to call a SGA to discuss important issues.

**6.3.3.2.** Under extraordinary circumstances, the SC can take the necessary measures to call a SGA if the EB is not in a position to do so.

## **6.4. STEWARDS**

**6.4.1.** Each department has the right to have a steward for every 75 members of CUPE 2626 (or portion thereof) with active contracts currently or in any semester during the previous year.

**6.4.2.** Stewards have the obligation to consult the members of their respective department or academic unit to assess their needs and their concerns in order to communicate them to the SC.

**6.4.3.** Stewards have the obligation to keep the members of CUPE 2626 in their respective department or academic unit abreast of the activities of the EB and of the SC, as well as of other important issues.

**6.4.4.** Stewards are obliged to attend SC meetings and GAs, and to appoint a proxy should they be unable to do so.



## **6.5. ELECTIONS**

**6.5.1.** Subject to Article 6.5.3, members of CUPE 2626 in a department or academic unit can choose to nominate or elect their steward.

**6.5.2.** In the event that members in a department do not want to or cannot appoint or elect a steward, the Chief Stewards of CUPE 2626 will have the power to appoint one by interim.

**6.5.3.** At no time can a member of the Executive Board or the President of Assembly be elected or appointed the steward for their department or unit.

## **ARTICLE 7.**

# **EXECUTIVE BOARD (EB)**

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### **7.1. MANDATE**

**7.1.1.** The Executive Board (EB) is the third most important decision-making body within CUPE 2626, after the GA and the SC.

**7.1.2.** Notwithstanding Article 7.1.1, the EB is not responsible to the SC.

**7.1.3.** The EB must act and make the decisions necessary to the execution of the decisions made and the instructions given to it by the members at a GA.

**7.1.4.** The EB must make all reasonable efforts to ensure that the Bylaws of CUPE 2626, the Constitution of CUPE, the clauses of all Collective agreements reached between the Employer and the Employees, and the clauses of Policy 110A between students and professors, are respected by all members of CUPE 2626.

**7.1.5.** The EB must make all reasonable efforts to ensure that:

- a. The clauses of the Collective Agreement are applied and respected by the Employer; and
- b. The clauses of Policy 110A are applied and respected by professors.

**7.1.6.** Each EB member is, in the performance of their duties, accountable to the EB and must respect the measures adopted by the latter. Each member must make sure to inform the EB of their activities.

**7.1.7.** The EB must meet on at least six (6) occasions during each of the fall and winter semesters and on at least four (4) occasions during the spring/summer semester; or more often as is deemed necessary consistent with Article B.3.14 of the CUPE National constitution.

**7.1.8.** Special EB meetings can be called by the President or their replacement, or with the agreement of EB members.

**7.1.9.** The President or the EB can call EB work sessions, which all members of the EB must attend.

**7.1.10.** The duration of the mandate of Executive Board members is from May 1st of the year in which the election is held to April 30th of the following year.

## **7.2. COMPOSITION, PROCEDURES, AND RIGHTS**

### **7.2.1. COMPOSITION AND PROCEDURES**

**7.2.1.1.** The EB is composed of the following officers:

- President;
- Vice-President;
- Secretary-Treasurer;
- Chief Steward Francophone;
- Chief Steward Anglophone;
- Equity and Education Officer;
- Health and Safety Officer;
- Recording Secretary;
- Liaison Officer; and
- Lifeguards Representative.

**7.2.1.2.** The required quorum for an EB meeting is five (5) members, one of which must be the President or their replacement.

**7.2.1.3.** Subject to Article 10.12, EB meetings will be presided over by the President of Assembly of CUPE 2626.

**7.2.1.4.** Minutes will be kept by the Recording Secretary of CUPE 2626. Once adopted, they will be kept in the archives of CUPE 2626.

**7.2.1.5.** Subject to article B.2.2 of the CUPE National Constitution, no member may hold more than one position on the EB.

### **7.2.2. RIGHT TO ATTEND**

**7.2.2.1.** Members in good standing of CUPE 2626, the employees of CUPE 2626, and any other individuals permitted by the CUPE National constitution have the right to attend EB meetings.

**7.2.2.2.** The Chair of the Bargaining Committee is not a member of the EB, but they must attend EB meetings when the Bargaining Committee is active. They sit on the committee for consultation purposes and informs EB members of the progress of negotiations.

**7.2.2.3.** Exceptionally, the members attending an EB meeting can admit non-members by a majority vote to that effect upon two conditions: first, the presence of these non-members must be relevant to at least one item on the agenda, and, second, these non-members must comply with the accepted rules of order.

Furthermore, they will only be admitted for those items for which their presence is required and must leave the room as soon as these items are completed.

### **7.2.3. RIGHT TO SPEAK, TO PRESENT MOTIONS, TO VOTE AND TO NOMINATE**

**7.2.3.1.** All EB members who attend an EB meeting have the right to speak, to present motions and to vote on all issues discussed at the EB meeting, as well as the right to nominate and to be nominated.

**7.2.3.2.** The Chair of the Bargaining Committee has the right to speak, but does not have the right to present motions, to vote, nor to nominate or be nominated.

**7.2.3.3.** Employees of CUPE 2626, any individual permitted by the CUPE national constitution to attend GAs, and those individuals exceptionally admitted by membership to attend an EB meeting have the right to speak, to clarify certain issues and to advise the EB, but do not have the right to present motions, nor to vote, nor to make nominations.

## **7.3. POWERS**

### **7.3.1. CREATION OF AN *AD HOC* COMMITTEE**

**7.3.1.1.** Subject to Article 9, the EB has the power to create *Ad hoc* committees to study questions deemed important or to put into effect certain measures.

**7.3.1.2.** At least one member of the EB must sit on this committee and is in charge of presenting the final report to the EB to be adopted.

**7.3.1.3.** The report of the *Ad hoc* committee, once adopted, will be handed to the Recording Secretary to be kept in the CUPE 2626 archives.

**7.3.1.4.** The EB will then decide whether to adopt recommendations provided by the *Ad hoc* committee.

### **7.3.2. OTHER POWERS**

**7.3.2.1.** The EB has the power to delegate any specific task or responsibility to an officer.

**7.3.2.2.** Executive Officers hold title to any property of the local as trustees for the local. They have no rights to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a General Assembly and having it approved.

## **ARTICLE 8.**

# **COMMITTEES OF CUPE 2626**

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### **8.1. BARGAINING COMMITTEE (BC)**

#### **8.1.1. MANDATE**

**8.1.1.1.** The Bargaining Committee (BC), subject to Appendix E.3.6, receives its mandate from the GA.

**8.1.1.2.** In addition to the mandate it receives from the GA, the BC can do additional research and analysis to prioritize requests made by members.

**8.1.1.3.** The BC can rely on the SC to collect other data.

**8.1.1.4.** A progress report of collective bargaining must be presented at each meeting of the EB by the Chair of the BC.

**8.1.1.5.** After the ratification of a collective agreement, the BC will submit a report which must include the following items:

- a. The name of the Chair of the BC, those of all members who took part in collective bargaining and that of the CUPE representative assigned to our Local;
- b. The name of the Chief Negotiator and those of all other members of the bargaining committee on the Management side; and
- c. Recommendations for the next round of bargaining concerning what went well or poorly, what was left aside, what could not be obtained, clauses and articles on which concessions can never be made as well as avenues to explore.

**8.1.1.6.** When the final report of the BC is adopted, it will be given to the Recording Secretary to be kept in the CUPE 2626 archives.

**8.1.1.7.** A copy of the final report will be sent to the CUPE representative assigned to our Local.

#### **8.1.2. COMPOSITION**

##### **8.1.2.1. MEMBERSHIP**

**8.1.2.1.1.** The BC has at least seven (7) members, two of which must be the CUPE representative assigned to our Local and the President of CUPE 2626.

**8.1.2.1.2.** Positions on the BC require at minimum the Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality C in the second official language, as defined in article 3.3.

### **8.1.2.2. ELECTIONS**

**8.1.2.2.1.** Subject to Article 11, members of the BC will be elected by the AGA.

**8.1.2.2.2.** Notwithstanding Article 8.1.2.2.1, subject to the directives given in Appendix C.6, elections by interim can take place at a special SC meeting.

**8.1.2.2.3.** Notwithstanding Article 8.1.2.2.2, the EB has the power to appoint by interim members of the BC when:

- a. The Management notifies the Union that it decides to return to the negotiating table within the period of three (3) months preceding the expiration of the Collective Agreement;
- b. The AGA decided to renew the Collective Agreement; and
- c. It is not possible to hold a SC meeting within a reasonable delay.

**8.1.2.3.** The Chair of the BC has the power to appoint a member by interim when a position on the BC becomes vacant.

**8.1.2.4.** The Chief Negotiator of CUPE 2626 will preferably be the CUPE representative assigned to our Local.

**8.1.2.5.** Subject to Article 13.3, positions on the BC are paid positions.

### **8.1.3. POWERS**

**8.1.3.1.** The BC has the power to establish its own strategies to adequately fulfill its mandate, provided that those strategies are adopted by members of the BC by a majority vote.

**8.1.3.2.** When a decision is reached via a majority vote of members of the BC, all members must respect this decision.

**8.1.3.3.** Subject to Article 9, the BC has the authority to create *Ad hoc* committees to study issues deemed important.

**8.1.3.4.** The Chair of the BC must advise the members of the EB of the creation of such a committee and of its reason for being at the following EB meeting.

**8.1.3.5.** The report of an *Ad hoc* committee, once it has been adopted, will be given to the Recording Secretary to be kept in the archives of CUPE 2626.

#### **8.1.4. OTHER PROVISIONS**

**8.1.4.1.** The required quorum for a meeting with Management to be deemed official is three (3) members, one of which must be the CUPE representative assigned to our Local, or the Chair of the BC.

**8.1.4.2.** The required quorum for a BC meeting at which final decisions are made is four (4) members, one of which must be the Chair of the BC or the CUPE representative assigned to our Local.

### **8.2. OCCUPATIONAL HEALTH & SAFETY COMMITTEE OF CUPE 2626 (OHSC 2626)**

#### **8.2.1. MANDATE**

**8.2.1.1.** The mandate of OHSC 2626 is to keep open lines of communication between the SOHSCs, the UOHSC, and the EB of CUPE 2626.

**8.2.1.2.** The OHSC 2626 members meet at least twice per academic year, or as often as the Secretary-Treasurer deems necessary.

**8.2.1.3.** Meetings of the OHSC 2626 are not remunerated, but are nonetheless mandatory. If a delegate misses a meeting of the OHSC 2626 without having notified the Secretary-Treasurer beforehand and without good reason, they could lose part of their honoraria as defined in Article 13.4.

#### **8.2.2. COMPOSITION**

**8.2.2.1.** Subject to Article 10.7 the Health and Safety Officer is in charge of OHSC 2626.

**8.2.2.2.** The OHSC 2626 is comprised of the following members:

- a. 2 Delegates to the University Occupational Health and Safety Committee (UOHSC), one of which must be the Health and Safety Officer and the other, Secretary-Treasurer of CUPE 2626;
- b. 2 Delegates to the Sectoral Occupational Health and Safety Committee (SOHSC) – Centre;
- c. 2 Delegates to the SOHSC - Science and Engineering;
- d. 1 Delegate to the SOHSC – North
- e. 2 Delegates to the SOHSC - Smyth Road;
- f. 1 Delegate to the SOHSC – Protection and physical Resources.

### **8.2.3. POWERS**

**8.2.3.1.** Subject to Article 9, the OHSC 2626 has the authority to create *Ad hoc* committees to study issues deemed important.

**8.2.3.2.** The person in charge of the OHSC 2626 must advise members of the EB of the creation of such a committee and of its reason for being at the EB meeting following the creation of the committee.

**8.2.3.3.** The report of the *Ad hoc* committee, once adopted, will be given to the Recording Secretary to be kept in the archives of CUPE 2626.

**8.2.3.4.** The OHSC 2626 has the power to give a Delegate a specific mandate that they must respect at the meeting of their SOHSC or UOHS

## **8.3. GRIEVANCE COMMITTEE (GC)**

### **8.3.1. MANDATE**

**8.3.1.1.** The Grievance Committee (GC) is in charge of handling grievances.

**8.3.1.2.** The GC must fulfill its tasks in compliance with the directives and schedules prescribed in the Collective Agreement.

**8.3.1.3.** The GC must act in conformity with the directives specified in Appendix D.

**8.3.1.4.** All members of the GC must take the oath of confidentiality in front of the AGA. Members who are appointed or elected by interim must take the oath of confidentiality in front of the EB.

**8.3.1.5.** At the end of the mandate, the Vice-President, on behalf of the GC, must submit a report to the EB, which must contain the following points:

- a. The names of the members of the GC;
- b. The number of grievances dealt with during the mandate;
- c. The number of grievances won and lost during the mandate;
- d. The nature of the grievances and their similarities, if any.

**8.3.1.6.** The report, once adopted, will be handed to the Recording Secretary to be kept in the CUPE 2626 archives.

### **8.3.2. COMPOSITION**

The GC is comprised of the Vice-President, both Chief Stewards, the Regular Member in Good Standing of CUPE 2626 who is not a member of the EB (RMGS) and the President. Should the work required to be too demanding for members of the GC, the Chair of the GC will ask the EB to provide additional funds to hire a second RMGS.



### **8.3.3. RESPONSIBILITIES WITHIN THE GC**

#### **8.3.3.1. RESPONSIBILITIES OF THE VICE-PRESIDENT WITHIN THE GC**

8.3.3.1.1. The Vice-President is in charge of the GC.

8.3.3.1.2. The Vice-President calls the meetings of the GC.

8.3.3.1.3. The Vice-President ensures that members of the GC fulfill their tasks in compliance with specifications stipulated in Article 8.3.1.

8.3.3.1.4. The Vice-President presents reports, including the number and nature of grievances being handled and completed, at EB meetings.

#### **8.3.3.2. RESPONSIBILITIES OF THE TWO CHIEF STEWARDS**

8.3.3.2.1. The points of contact for grievances are the two Chief Stewards.

8.3.3.2.2. The representation of a member is ensured by at least one of the Chief Stewards. If more than one representative of CUPE 2626 represents a member, the Chief Steward will be the spokesperson unless the member chooses otherwise.

8.3.3.2.3. Notwithstanding Article 8.3.3.2.2., in cases where one or both Chief Stewards cannot fulfill this task, the Vice-President will take over.

#### **8.3.3.3. RESPONSIBILITIES OF THE REGULAR MEMBER IN GOOD STANDING**

The responsibilities of the RMGS are described in Article 10.13.

#### **8.3.3.4. RESPONSIBILITIES OF THE PRESIDENT**

8.3.3.4.1. The President has to attend meetings of the GC.

8.3.3.4.2. The President replaces the Vice-President when they are not in a position to fulfill their responsibilities within the GC.

### **8.3.4. POWERS**

#### **8.3.4.1. CREATION OF AN AD HOC COMMITTEE**

8.3.4.1.1. Subject to Article 9, the GC has the authority to create *Ad hoc* committees to study issues deemed important.

8.3.4.1.2. The Vice-President will advise members of the EB of the creation of such a committee and of its reason for being at the EB meeting following the creation of the committee.

8.3.4.1.3. The report of the *Ad hoc* committee, once adopted, will be handed to the Recording Secretary to be kept in the archives of CUPE 2626.

#### **8.3.4.2. OTHER POWERS**

**8.3.4.2.1.** Subject to Article 8.3.1, the GC has the authority, by a majority vote of its members, to decide what strategies to adopt to handle grievances and to fulfill its tasks.

### **8.3.5. PROCEDURE TO FOLLOW**

**8.3.5.1.** When a member wants to lodge a complaint or start the grievance procedure, they will contact one of the Chief Stewards.

**8.3.5.2.** Once one of the Chief Stewards has gathered the relevant information from the member, they will inform the Vice-President as soon as possible.

**8.3.5.3.** The Vice-President will:

- a. Call a meeting of the GC as soon as possible in order to study the case in question;
- b. Get in touch with every member of the GC in order to reach a consensus concerning the steps to follow to resolve the case; or
- c. In the event that a consensus cannot be reached, call a meeting of the GC as soon as possible in order to study the case in question.

**8.3.5.4.** The GC will invite the complainant to come and present their version of events, should this be desired by either the complainant or the GC, at the GC meeting set up to study their case.

**8.3.5.5.** The GC will then make one of the following decisions by a majority vote to that effect:

- a. The complaint is grounds for a grievance;
- b. The complaint is not grounds for a grievance;
- c. To contact the CUPE representative assigned to our Local to get more information;
- d. To refer the case to the Labour-Management Committee when questions of broad application of an Article applies, or a concern with respect to the interpretation of the Collective Agreement.

**8.3.5.6.** In cases where the complaint is not deemed to be grounds for a grievance, the member has the right to ask the GC to contact the CUPE representative assigned to our Local.

**8.3.5.7.** Once the CUPE representative assigned to our Local has been contacted, the Vice-President will call another meeting of the GC in order to render a final decision about the complaint;

- a. The grievor has the right to be present and to state their case to the GC; and

- b. This final decision must be one of the ones stipulated in Article 8.3.5.5.a., b. or d.

## **8.4. FINANCE COMMITTEE (FC)**

### **8.4.1. MANDATE**

**8.4.1.1.** The Finance Committee is a standing committee that shall act as an advisory board to:

- a. Administer the Financial Aid Funds;
- b. Administer the Solidarity Fund;
- c. Administer the Emergency Fund; Review the Conference Fund Application and Reimbursement forms;
- d. Review the budget and ensure revenue and expenditures match budgeted figures;
- e. Prepare membership fee documents for the University; and
- f. Conduct any other necessary financial oversight.

**8.4.1.2.** The committee may be called upon to conduct treasury duties for other standing committees or committees established by EB or SC requiring financial oversight and budget management.

### **8.4.2. COMPOSITION**

**8.4.2.1.** The committee is comprised of the President, the Secretary-Treasurer, the Equity and Education Officer, and the Member in Good Standing.

**8.4.2.2.** Committee members need not have a background or experience in finance.

### **8.4.3. RESPONSIBILITIES WITHIN THE FC**

The Finance Committee shall be chaired by the Secretary-Treasurer.

## **8.5. COMMUNICATION AND MOBILIZATION COMMITTEE (CMC)**

### **8.5.1. MANDATE**

**8.5.1.1.** The Communication and Mobilization Committee is in charge of internal communication with members and of mobilization.

### **8.5.2. COMPOSITION**

**8.5.2.1.** The committee is comprised of the Vice-President, the Liaison Officer, and the Equity and Education Officer.

**8.5.3. RESPONSIBILITIES WITHIN THE CMC**

The Communication and Mobilization Committee shall be chaired by the Vice-President.

# ARTICLE 9.

## AD HOC COMMITTEES

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### 9.1. MANDATE

9.1.1. Two types of *Ad hoc* committees can be created:

- a. To study one or several specific issues; or
- b. To implement certain measures.

9.1.2. The following bodies can create an *Ad hoc* committee to study specific issues: GA, SC, EB, BC, GC and OHSC 2626.

9.1.3. Only the AG or the EB can create an *Ad hoc* committee whose purpose is to implement certain measures.

9.1.4. The creation of an *Ad hoc* committee and its reason for being must be reported at the EB meeting following the creation of the committee.

9.1.5. An *Ad hoc* committee receives its mandate from and is immediately accountable, upon creation, to the body that created it.

9.1.6. An *Ad hoc* committee cannot receive a mandate that does not fall under the jurisdiction of the body that created it.

9.1.7. The length of its mandate must be specified when the *Ad hoc* committee is created.

9.1.8. The *Ad hoc* committee must fulfill its mandate within the time allotted. If the committee requires more time to fulfill its mandate, and within the allotted time period the body which created it does not meet, the committee must submit a written request to the EB for an extension. The EB will then decide whether to extend the time allotted.

9.1.9. The conclusions reached by the *Ad hoc* committee must be submitted to the body which created it in the form of a report, which must then be adopted.

9.1.10. After the report of an *Ad hoc* committee has been adopted by the body which created it, the report will be handed to the Recording Secretary to be kept in the CUPE 2626 archives.

9.1.11. Notwithstanding Articles 9.1.9 and 9.1.10, if the body that created an *Ad hoc* committee does not meet within the thirty (30) days following the end of the mandate

of the said committee, the report will be handed to the EB, which will present it to the body that created the *Ad hoc* committee.

**9.1.12.** When the mandate of an *Ad hoc* committee has been fulfilled, the committee is disbanded.

## **9.2. COMPOSITION**

**9.2.1.** An *Ad hoc* committee is made up of as many members as the body which creates it deems necessary.

**9.2.2.** Notwithstanding Articles 5.2.2, 6.2.3. and 7.2.3, any regular member in good standing of the Union, employee of CUPE 2626 (under certain circumstances) or guest officer of any division or council to which CUPE 2626 is affiliated can ask to sit on an *Ad hoc* committee.

**9.2.3.** The members of an *Ad hoc* committee have the right to speak, to vote, to present motions and to nominate and be nominated within that committee. Employees of CUPE 2626, and guest officers of any division or council to which CUPE 2626 is affiliated only have the right to speak.

## **ARTICLE 10.**

# **GENERAL CLAUSES AND DESCRIPTION OF RESPONSIBILITIES**

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### **10.1. GENERAL CLAUSES**

**10.1.1.** All the officers of the EB of CUPE 2626 are accountable to the EB of CUPE 2626. Thus, they must answer to the EB for actions taken on behalf of CUPE 2626.

**10.1.2.** All the officers of the EB of CUPE 2626 must provide a monthly report to the EB, which is to be distributed to the stewards and made accessible to all regular members.

**10.1.3.** All the officers of the EB of CUPE 2626, the Chair of the BC, the President of Assembly, as well as all members of standing and *Ad hoc* committees, are accountable to the GAs of CUPE 2626. Thus, they must answer to those bodies for the actions taken on behalf of CUPE 2626.

**10.1.4.** All charges against officers or members must be made in writing and dealt with in accordance with Article B.11 of the National Constitution.

**10.1.5.** Unless otherwise specified, all officers are elected for a mandate of one year.

**10.1.5.1.** Notwithstanding 10.1.5., officers will continue to hold their office until either the mandate of their replacement begins, or they resign. Officers whose mandate has been extended will receive honoraria during this period if their position is paid.

### **10.2. RESPONSIBILITIES OF THE PRESIDENT**

**10.2.1.** The President is the first person in charge of CUPE 2626 and is its official spokesperson.

**10.2.2.** The President enforces the CUPE Constitution and these Bylaws.

**10.2.3.** The President ensures that all officers perform their assigned duties.

**10.2.4.** 10.2.4. The President fills committee vacancies where elections are not provided for.

- 10.2.5.** The President must sign all authorizations, contracts and official documents of CUPE 2626.
- 10.2.6.** The President is, along with the Secretary-Treasurer and Vice- President, one of the co-signers of the funds of CUPE 2626. Consequently, they are partly responsible for these funds.
- 10.2.7.** The President ensures that the Local's funds are used only as authorized or directed by the Constitution, bylaws, or vote of the membership.
- 10.2.8.** The President can assume additional responsibilities or tasks deemed beneficial for CUPE 2626.
- 10.2.9.** The President must report their activities to the EB.
- 10.2.10.** The President is in charge of keeping contacts between CUPE 2626 and CUPE. Furthermore, they must forward requests of CUPE 2626 members to CUPE whenever necessary.
- 10.2.11.** The President is responsible for creating and upholding contacts with other organizations external to the University of Ottawa, according to what the EB deems worthwhile and necessary.
- 10.2.12.** The President is the chief delegate of CUPE 2626 at the CUPE national convention and at the conventions of any other organization to which CUPE 2626 is affiliated and/or to which it can send members.
- 10.2.13.** The President is a member of the Grievance Committee.
- 10.2.14.** The President must present an account of the activities of the EB at the AGA.
- 10.2.15.** The President is in charge of the Labour-Management Committee.
- 10.2.16.** The President is a member of the Bargaining Committee.
- 10.2.17.** The President is a member of the Finance Committee.
- 10.2.18.** At the end of their mandate, the President must submit a written report to the EB which will then be kept in the CUPE 2626 archives.
- 10.2.19.** Subject to Article 13.2.1.1, the position of President is a paid position.
- 10.2.20.** The President acts, on behalf of the EB, as the direct supervisor of the staff of CUPE 2626.
- 10.2.21.** The President is, in consultation with the EB, responsible for convening the General Assemblies (GA) and the notice announcing the holding of these assemblies.
- 10.2.22.** The President is a member of the Executive Board.
- 10.2.23.** The position of President requires a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality B in the second official language, as outlined in Article 3.3.3.1.



### **10.3. RESPONSIBILITIES OF THE VICE-PRESIDENT**

**10.3.1.** The Vice-President will, if the President is absent or unable, perform all duties of the President and, if the office of President falls vacant, be Acting President until a new President is elected.

**10.3.2.** The Vice-President is responsible for all internal communications with the membership. As such, they are in charge of the bulletin and of the other publications of CUPE 2626.

**10.3.3.** The Vice-President is in charge of the Communication and Mobilization Committee.

**10.3.4.** Subject to Article 8.3, the Vice-President is in charge of the GC of CUPE 2626.

**10.3.5.** The Vice-President is one of the co-signers, along with the President and the Secretary-Treasurer, of CUPE 2626 funds.

**10.3.5.1.** Notwithstanding Article 10.3.4, the signature of the Vice-President is only required in those cases where the President cannot sign.

**10.3.6.** The Vice-President must fulfill all other tasks deemed necessary to the good working order of CUPE 2626.

**10.3.7.** The Vice-President may be assigned specific tasks and duties by the President or by the EB.

**10.3.8.** The Vice-President must report their activities to the EB.

**10.3.9.** At the end of their mandate, the Vice-President must submit to the EB a written report which will then be kept in the CUPE 2626 archives.

**10.3.10.** Subject to Article 13.2.1.1, the position of Vice-President is a paid position.

**10.3.11.** The position of Vice-President requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality B in the second official language, as outlined in Article 3.3.3.2.

### **10.4. RESPONSIBILITIES OF THE SECRETARY-TREASURER**

**10.4.1.** The Secretary-Treasurer is in charge of finances, and shall act as chair of the Finance Committee.

**10.4.2.** The Secretary-Treasurer is the first person in charge of the funds of CUPE 2626.

**10.4.2.1.** The Secretary-Treasurer is one of the co-signers, along with the President and the Vice-President, of the funds of CUPE 2626.

**10.4.2.2.** Notwithstanding Article 10.4.2.1, the signature of the Secretary-Treasurer is required at all times to access CUPE 2626 funds.

**10.4.3.** Subject to Article 16.1, the Secretary-Treasurer is the first person in charge of the Defence Fund. They manage this fund jointly with the EB.

**10.4.4.** The Secretary-Treasurer must deposit all revenue, dues, and payments in the form in which they are received, in the appropriate account.

**10.4.5.** The Secretary-Treasurer must ensure that all bills whose payment is authorized by the EB and/or the membership are paid.

**10.4.6.** The Secretary-Treasurer must ensure that the finances of CUPE 2626 are kept in accordance with recognized accounting practices.

**10.4.7.** Throughout their term, and on behalf of the local union membership, the Secretary-Treasurer is 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.

**10.4.8.** The Secretary-Treasurer must make a full financial report every month to the Executive Board and the Stewards' Council.

**10.4.9.** Upon request from the President or the EB, the Secretary-Treasurer must provide, within seven (7) days, all financial statements; all receipts, checks and bank statements; a detailed written report of all deposits and of all expenditures of CUPE 2626 funds.

**10.4.10.** The Secretary-Treasurer must present, at the AGA, a complete financial statement covering the previous fiscal year as well as the proposed budget for the coming fiscal year, in order to get the approbation of the membership. In addition, the Secretary-Treasurer must make a written financial report to each regular membership meeting (RGA and AGA), detailing the income and expenditures for the period.

**10.4.11.** The Secretary-Treasurer must fulfill all other tasks deemed necessary for the good working order of CUPE 2626.

**10.4.12.** The Secretary-Treasurer must report their activities to the EB.

**10.4.13.** The Secretary-Treasurer must be bonded through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond will be disqualified from office.

**10.4.14.** The Secretary-Treasurer must submit to an external auditor (CAA) chosen by the EB, all accounts for verification. The external auditor will present a written report to the EB.

**10.4.15.** The Secretary-Treasurer must 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.

**10.4.15.1.** The Secretary-Treasurer must provide the trustees with any information they may need to complete the audit report forms supplied by CUPE.

**10.4.15.2.** On termination of office, the Secretary-Treasurer must surrender all books, records and other properties of the local to their successor.

**10.4.16.** At the end of their mandate, the Secretary-Treasurer must submit to the EB a written report which will then be kept in the CUPE 2626 archives.

**10.4.17.** Subject to Article 13.2.1.1, the position of Secretary-Treasurer is a paid position.

**10.4.18.** The Secretary-Treasurer can be assigned specific tasks or duties by the President or the EB.

**10.4.19.** The Secretary-Treasurer will have all records ready on reasonable notice for auditors and Trustees.

**10.4.20.** The position of Secretary-Treasurer requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality D in the other official language, as outlined in Article 3.3.3.3.

## **10.5. RESPONSIBILITIES OF THE CHIEF STEWARDS (CS)**

**10.5.1.** There are two Chief Steward (CS) positions: one Francophone (CSF) and one Anglophone (CSA).

**10.5.2.** The responsibilities of the CSs are shared equitably between them.

**10.5.3.** The CSs are the resource persons for the Stewards; the CSs coordinate the training and the activities of the Stewards.

**10.5.4.** The CSs have the right to speak at SC meetings, but, subject to Article 9, they do not have the right to present motions, the right to vote, nor the right to nominate someone or to be nominated.

**10.5.5.** The CSs must ensure that:

- a. All SC meetings are adequately called;
- b. The agenda and necessary documentation are sent to members of the SC at least seven (7) days before the meeting is to be held;
- c. The minutes are handed, after their adoption, to the Recording Secretary of CUPE 2626 to be archived.

**10.5.6.** The CSs are responsible for keeping open lines of communication between the EB and the stewards by making sure that:

- a. A summary of discussions and activities of the SC, including its recommendations, is presented to members of the EB;
- b. A summary of the discussions, decisions and activities of EB members is presented to members of the SC.

**10.5.7.** The CSs are members of the Grievance Committee (GC).

**10.5.8.** Subject to Article 8.3, the CSs are points of contact for members as far as complaints and grievances are concerned.

**10.5.9.** The CSs may be assigned specific tasks and duties by the President or by the EB.

**10.5.10.** At the end of their mandate, the Chief Stewards must submit written reports to the EB, which will then be kept in the CUPE 2626 archives.

**10.5.11.** Subject to Article 13.2.1.1, the positions of CSs are paid positions.

**10.5.11.1.** The position of CSF requires the minimum Degree of Functionality A in the French language and the Degree of Functionality D in the English language, as outlined in Article 3.3.3.4.

**10.5.11.2.** The position of CSA requires the minimum Degree of Functionality A in the English language and the Degree of Functionality D in the French language, as outlined in Article 3.3.3.5.

## **10.6. RESPONSIBILITIES OF THE EQUITY AND EDUCATION OFFICER**

**10.6.1.** The Equity and Education Officer is to act as the liaison between particular constituencies within our membership and the EB.

**10.6.2.** The Equity and Education Officer is to report to the EB conditions which impede the participation of particular constituencies and to facilitate the participation of those particular constituencies.

**10.6.3.** The Equity and Education Officer is in charge of coordinating the training of the Board members, the Stewards and the regular members.

**10.6.4.** The Equity and Education Officer is in charge of managing the Education Funds, jointly with the Secretary-Treasurer.

**10.6.5.** The Equity and Education Officer is a member of the Finance Committee.

**10.6.6.** The Equity and Education Officer is a member of the Communication and Mobilization Committee.

**10.6.7.** The Equity and Education Officer may be assigned specific tasks and duties by the President or by the EB.

**10.6.8.** The Equity and Education Officer must report their activities to the EB.

**10.6.9.** At the end of their mandate, the Equity and Education Officer must submit a written report to the EB, which will then be kept in the CUPE 2626 archives.

**10.6.10.** Subject to Article 13.2.1.1, the position of Equity and Education Officer is a paid position.

**10.6.11.** The position of Equity and Education Officer requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality D in the other official language, as outlined in Article 3.3.3.6.

## **10.7. RESPONSIBILITIES OF THE HEALTH AND SAFETY OFFICER**

**10.7.1.** The Health and Safety Officer is in charge of OHSC 2626.

**10.7.2.** The Health and Safety Officer is responsible for acting as a liaison with the membership and the University to ensure the best possible working conditions for our members.

**10.7.3.** The Health and Safety Officer is responsible for overseeing the environmental and sustainability initiatives of the CUPE 2626.

**10.7.4.** The Health and Safety Officer must present a Health and Safety report to members at the AGA.

**10.7.5.** Subject to Article 8.2, the Health and Safety Officer is in charge of the OHSC 2626. As such, they:

- a. Appoint delegates to the SOHSC under the recommendation of the CSs, but have a right of veto;
- b. Ensure that the delegates fulfill their duty;
- c. Call meetings of the OHSC 2626;
- d. Present a periodical report to the EB of OHSC activities.

**10.7.6.** The Health and Safety Officer holds one seat on each of the health and safety committees of the University. Exceptionally, they can be replaced by a steward if they cannot attend one meeting of these committees.

**10.7.7.** The Health and Safety Officer must fulfill all other tasks deemed necessary for the good working order of CUPE 2626.

**10.7.8.** The Health and Safety Officer may be assigned specific tasks and duties by the President or by the EB.

**10.7.9.** The Health and Safety Officer must report their activities to the EB.

**10.7.10.** At the end of their mandate, the Health and Safety Officer must submit a written report to the EB which will then be kept in the CUPE 2626 archives.

**10.7.11.** Subject to Article 13.2.1.1, the position of Health and Safety Officer is a paid position.

**10.7.12.** The position of Health and Safety Officer requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality D in the other official language, as outlined in Article 3.3.3.7.

## **10.8. RESPONSIBILITIES OF THE RECORDING SECRETARY**

**10.8.1.** The Recording Secretary keeps full, accurate and impartial accounts 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.

**10.8.2.** The Recording Secretary records all alterations in the bylaws.

**10.8.3.** The Recording Secretary maintains a policy log.

**10.8.4.** The Recording Secretary prepares meeting notices, agendas and minutes for EB and SC meetings. They make sure that the documents required for these meetings are ready and accessible in a timely fashion, with the assistance of EB members and stewards.

**10.8.5.** The Recording Secretary answers correspondence and fulfill other secretarial duties as directed by the EB.

**10.8.6.** With the assistance of the staff employed by CUPE 2626, the Recording Secretary is in charge of:

- a. Filing a copy of all letters sent out and keep on file all communications;
- b. Translating, filing, record-keeping and archiving of the minutes;
- c. Ensuring that all correspondences, where necessary, are responded to;
- d. Reporting on all important correspondences and lead discussion on business arising from correspondence at EB/SC meetings and GAs;
- e. Preparing and distributes all circulars and notices to members in both official languages.

**10.8.7.** The Recording Secretary may be assigned specific tasks and duties by the president or by the EB.

**10.8.8.** On termination of office, the Recording Secretary must surrender all books, seals and other properties of the Local to their successor.

**10.8.9.** Subject to Article 13.2.1.1, the position of Recording Secretary is a paid position.

**10.8.10.** The position of Recording Secretary requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality B in the other official language, as outlined in Article 3.3.3.8.

## **10.9. RESPONSIBILITIES OF THE LIAISON OFFICER**

**10.9.1.** The Liaison Officer is responsible for developing and maintaining contacts and liaison with organizations within the University community that the Executive Committee deems necessary or valuable.

**10.9.2.** The Liaison Officer is the Local's chief representative to the GSAÉD and its committees.

**10.9.3.** The Liaison Officer is a member of the Communication and Mobilization Committee.

**10.9.4.** The Liaison Officer may be assigned specific tasks and duties by the EB.

**10.9.5.** At the end of their mandate, the Liaison Officer must submit a written report to the EB which will then be kept in the CUPE 2626 archives.

**10.9.6.** The Liaison Officer provides a monthly report to the EB, which is to be distributed to the stewards and accessible to all regular members.

**10.9.7.** Subject to Article 13.2.1.1, the position of Liaison Officer is a paid position.

**10.9.8.** The position of Liaison Officer requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality D in the other official language, as outlined in Article 3.3.3.9.

## **10.10. RESPONSIBILITIES OF THE LIFEGUARDS REPRESENTATIVE (CUPE 2626-1)**

**10.10.1.** The Lifeguards Representative is a member of the Board.

**10.10.2.** The responsibilities of the Lifeguards Representative, the payment of its honoraria and the linguistic requirements for the position are enumerated in Article 22 of the present Bylaws.

## **10.11. RESPONSIBILITIES OF THE PRESIDENT OF ASSEMBLY**

**10.11.1.** Notwithstanding articles B.3.1 and B.6.1 of the CUPE National Constitution, the President of Assembly presides over the meetings of the EB and the SC, as well as the GAs.

**10.11.2.** The role of the President of Assembly is to preside over the meetings and the assemblies in such a way as to ensure that the rules and procedures are respected and the rights of the members, present or absent, are not infringed upon.

**10.11.3.** The President of Assembly must apply Bourinot's Rules of Order, the Bylaws of CUPE 2626 and the Constitution of CUPE.

**10.11.4.** The President of Assembly has the right to speak at any meeting of any decision-making body of CUPE 2626 over which they preside; they have the right to break a tie on votes done by show of hands; they have the right to clarify certain issues and the right to take necessary measures to ensure that good order is maintained and that the Bylaws of CUPE 2626 are respected.

**10.11.5.** Subject to Article 17.2, and Appendix B, the President of Assembly is in charge of referendums.

**10.11.6.** When asked outside of meetings, the President of Assembly must, to the best of their knowledge and abilities, give their advice to members with or without portfolio within CUPE 2626 on the interpretation of the present Bylaws, the Constitution of CUPE and Bourinot's Rules of Order, as well as the procedures.

**10.11.7.** Subject to Article 13.2.1.1, the position of President of Assembly is a paid position.

**10.11.8.** The position of President of Assembly requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality B in the other official language, as outlined in Article 3.3.3.11.

**10.11.9.** Should the President of Assembly not be able to attend a meeting which they are supposed to chair, subject to Appendix A.3.3 and A.5.2, a President of Assembly will be appointed by the President or their replacement. Should the President fail or be unable to appoint a replacement or should the need to appoint a replacement arise during the course of a meeting or assembly, the procedures in A.3.4. shall be followed.

**10.11.10.** The President of Assembly cannot hold a position with or without portfolio on the EB.

## **10.12. RESPONSIBILITIES OF CHAIR OF THE BARGAINING COMMITTEE (BC)**

**10.12.1.** The Chair of the BC is the first person in charge of the BC and its official spokesperson.

**10.12.2.** The Chair of the BC must ensure that members of the BC are informed of the meetings of the committee as well as of those with the Management side.



**10.12.3.** The Chair of the BC must ensure that all necessary documentation is distributed to members of the BC.

**10.12.4.** The Chair of the BC must ensure, as much as possible, that the mandate of the BC is respected.

**10.12.5.** The Chair of the BC has the power to appoint a member by interim when a position within the BC becomes vacant.

**10.12.6.** Subject to articles 8.1.2.4 and 8.1.4. the Chair of the BC fulfills the role of Chief Negotiator when the CUPE representative assigned to our Local cannot be present.

**10.12.7.** A progress report on collective bargaining must be presented at each EB meeting by the Chair of the BC.

**10.12.8.** The Chair of the BC must inform EB members of the creation of an *Ad hoc* committee and of its reason for being at the EB meeting following the creation of the said committee.

**10.12.9.** Subject to Article 13, the position of Chair of the BC is a paid position.

**10.12.10.** The positions of Chair of the BC requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality B in the other official language, as outlined in Article 3.3.3.14.

### **10.13. RESPONSIBILITIES OF THE REGULAR MEMBER IN GOOD STANDING OF CUPE 2626 (RMGS)**

**10.13.1.** The RMGS cannot hold a position with or without portfolio on the EB.

**10.13.2.** The RMGS helps other members of the GC to fulfill their duties.

**10.13.3.** The RMGS may be assigned specific tasks by the GC.

**10.13.4.** The RMGS has the right to speak, to present motions, to vote and to be nominated or to nominate someone within the GC.

**10.13.5.** The RMGS helps the CSs deal with grievances, does the research and finds the documentation relevant to handling the grievances.

**10.13.6.** The RMGS is a member of the Finance Committee.

**10.13.7.** The position of Regular Member in Good Standing requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality C in the other official language, as outlined in Article 3.3.3.12.

**10.13.8.** Subject to Article the position of RMGS is the only paid position within the GC.

### **10.14. MANDATE AND RESPONSIBILITIES OF THE TRUSTEES**

**10.14.1.** The Local will have three (3) Trustees, who are elected by the membership at the RGA.

**10.14.1.1.** Any member in good standing of the Local at the time of the election may be elected to the office of Trustee. However, Trustees cannot hold a position with or without portfolio on the EB.

**10.14.1.2.** The term of office for Trustees is May 1st of the year in which their election takes place to April 30th of the second year following.

**10.14.1.3.** Two Trustees will be elected in even numbered years and one Trustee in odd-numbered years.

**10.14.1.4.** In case of vacancies, Trustees will be elected per section 11.3.

**10.14.1.5.** The Trustees will supervise the audit of the books of the Secretary-Treasurer by the Local's auditors and must exercise general supervision over the property of the Local. Such general supervision will include, but is not limited to, ensuring that the Secretary-Treasurer complies with the provisions of Articles B.3.6 and B.3.7 of the CUPE National Constitution.

**10.14.1.6.** The Trustees examine the books and records of the Secretary-Treasurer and make and transmit reports that comply with the provisions of Article B.3.12 of the CUPE National Constitution.

**10.14.1.7.** When the Local hires the services of a qualified accountant or accounting firm, the Trustees must ensure that the local complies with the provisions of Article B.3.13 of the CUPE National Constitution.

**10.14.1.8.** The positions of Trustee require a minimum Degree of Functionality A in one of the two official languages and the Degree of Functionality D in the second official language, as outlined in Article 3.3.3.13.

# ARTICLE 11.

# ELECTIONS

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## 11.1. NORMAL ELECTIONS

**11.1.1.** The election of EB officers and of the members of the BC (in years of bargaining), as well as that of the members of a potential trial jury will be held each year at the AGA.

**11.1.2.** The election of Trustees, the President of Assembly and the Member in Good Standing will take place at the RGA.

**11.1.3.** The elections will be conducted in accordance with the directives specified in Appendix C of the present Bylaws.

## 11.2. BY-ELECTIONS

**11.2.1.** Notwithstanding 5.5.3.6., by-elections will be possible at a GA in cases where a position is vacant, be it because it remained vacant after the GA or because it has become vacant since then.

**11.2.2.** By-elections will be conducted in the same way as normal elections.

**11.2.3.** Subject to the directives given in Appendix C.6.4, elections by interim are possible at a special meeting of the SC.

## 11.3. VACANCIES

**11.3.1.** If a position becomes vacant following a GA, and a GA is not scheduled within forty (40) days, the CSs must call a Special SC within fifteen (15) to forty (40) days to elect a member by interim to said vacant position.

**11.3.2.** Should a replacement be needed immediately, or should the SC be for some reason unable to hold elections, the President may make an appointment by interim to that position.

**11.3.2.1.** The EB must confirm any such appointment at the subsequent EB meeting by a two-thirds majority of members present.

**11.3.2.2.** Any individual not confirmed by the EB cannot be re-appointed by the President to the same position.

**11.3.2.3.** The EB may reject by two-thirds majority of members present any appointment by the President at any time.

**11.3.2.4.** If the position of the President becomes vacant or remains vacant after the GA, the Vice-President shall become Acting President until the SC or GA is able to hold an interim election.

**11.3.2.4.1.** Should the SC be unable to hold interim elections promptly or should the EB judge that an immediate replacement is necessary, the EB may appoint one by interim by a majority vote within the EB. Should the replacement appointed be a EB member, they shall resign their position and it shall be filled using the procedures of 11.3.

**11.3.3.** Even if the president makes an interim appointment, the CSs must convene the SC within the time specified in 13.3.1. to hold elections by interim. Should said meeting fail to attain quorum, the CSs must reschedule the meeting within sixty (60) days unless a GA is scheduled within that time.

**11.3.3.1.** Any interim election by said special SC supersedes appointment by the President.

**11.3.4.** Any election by the GA supersedes either appointments made by the President or the EB or an election by a Special SC.

## **ARTICLE 12.**

# ***IN CAMERA* SESSIONS, CONFLICT OF INTEREST, VOTE AND QUORUM**

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### **12.1. *IN CAMERA* SESSIONS**

**12.1.1.** An *in camera* session can be requested by a majority vote to that effect if certain details necessary to the explanation of a point on the agenda:

- a. Can damage the private life of a member, an officer or an employee of CUPE 2626; or
- b. Have to remain confidential for the time being.

**12.1.2.** The only decision-making bodies which can have *in camera* sessions are the EB and the SC.

**12.1.3.** Subject to Article 12.1.10, when an *in camera* session is requested, only the members who have positions on the body requesting the *in camera* session, the President of Assembly and the Recording Secretary, if the case applies, will be allowed to remain in the room. All other persons must leave the room until the *in camera* session has ended.

**12.1.4.** During the *in camera* session, no official decision can be made.

**12.1.4.1.** Notwithstanding Article 12.1.4, all GC meetings will be held *In camera* and official decisions can be made.

**12.1.5.** Subject to Article 12.1.5.1, members of the committee requesting the *in camera* session, the President of Assembly and the Recording Secretary will be sworn to secrecy and must keep secret any discussion, idea, or detail discussed during the *In camera* session, at the risk of receiving the sanctions stipulated in Article 14.

**12.1.5.1.** Subject to Article 12.1.1.b, these members will be sworn to secrecy until the information discussed during the *in camera* session becomes public.

**12.1.6.** As soon as the *in camera* session is over, observers who were excluded will be immediately invited back.

**12.1.7.** No detail will be revealed outside of the *in camera* session for any reason, except to explain the reasons of the *in camera* session and to give a general idea of the nature of what was discussed.

**12.1.8.** If a vote is required, a motion can only be introduced once the *in camera* session is over.

**12.1.9.** The motion can at no time make reference to the *in camera* session.

**12.1.10.** If a member of the committee requesting the *in camera* session, the President of Assembly or the Recording Secretary is the subject of the *in camera* session, they will be allowed to remain in the room to present their version and to answer questions if need be, but cannot be present during the discussion.

## **12.2. CONFLICT OF INTEREST**

**12.2.1.** Any member of a committee who, in any way, directly or indirectly, uses their position in such a way as to extract any privilege, be it personal or otherwise, at the expense of the members of CUPE 2626, CUPE 2626-1 or CUPE, be it through an existing contract, the renewal of a contract, or a transaction between the union and a third party, will be deemed in conflict of interest.

**12.2.2.** A member must mandatorily make a declaration of interest explaining the nature of these interests as soon as a point on the agenda places them in one of the situations described in Article 12.2.1.

**12.2.3.** The President of Assembly, after having examined the situation, will make a decision which will be either that:

- a. The member in question is deemed in conflict of interest; in that case, they can take part in the debate but cannot present motions on this point of the agenda, nor second a motion, nor vote on that motion; or
- b. The member in question cannot be deemed in conflict of interest; in this case, they will not lose any of their rights.

**12.2.4.** A member who omits to make a declaration of interest is in violation of the present Bylaws and will be liable to penalties as specified in Article 14. All charges against officers or members must be made in writing and dealt with in accordance with Article B.6 of the CUPE National Constitution.

## **12.3. VOTE**

### **12.3.1. RIGHT TO VOTE**

**12.3.1.1.** Subject to Article 12.2, only those members who have the right to vote at a meeting of a decision-making body and who are in attendance at that meeting will be allowed to vote.

**12.3.1.2.** Subject to Article 6.2.2.3, the right to vote is not transferable. If a member is not in attendance at the meeting or misses a part of that meeting during which a vote is required, they cannot vote.

### **12.3.2. VOTING PROCEDURES**

**12.3.2.1.** Votes for and against a motion and abstentions

**12.3.2.1.1.** Subject to Article 12.2, any member in attendance at the meeting of one of the decision-making bodies and who has the right to vote at that meeting must take part in the vote on any motion.

**12.3.2.1.2.** A member can abstain and must signify this to the President of Assembly when the latter calls abstentions.

**12.3.2.1.3.** Abstentions are not considered votes.

**12.3.2.1.4.** The number of votes for a motion, the number of votes against a motion, the number of abstentions, the total number of votes as well as the mention “adopted” or “rejected” must appear in the minutes following the motion.

12.3.2.1.4.1. Notwithstanding 12.3.2.1.4, a GA may forgo with the recording of the number of votes cast in the minutes if the President of Assembly notes that a clear majority has accepted or rejected a motion in a raised-hand vote.

### **12.3.2.2. VOTE BY SHOW OF HANDS AND SECRET BALLOTS**

**12.3.2.2.1.** Unless otherwise specified in the present Bylaws, all votes are taken by show of hands.

**12.3.2.2.2.** A secret ballot on a motion can only take place if 3/4 of the members in attendance are in favour of such a vote. In this case, the vote on the motion will be done by ballots.

### **12.3.3. MAJORITY VOTES**

Unless otherwise specified in the present Bylaws or in Bourinot’s Rules of Order, a majority vote, excluding abstentions, is sufficient to render a decision at the meetings of any of the decision-making bodies of CUPE 2626. If not otherwise specified, ‘majority vote’ will be understood to refer to a simple majority (12.3.3.1.).

#### **12.3.3.1. SIMPLE MAJORITY VOTE**

A simple majority vote is defined as a vote in which more members declare themselves in favour of a motion than who declare themselves opposed to it.

#### **12.3.3.2. TWO-THIRD (2/3) MAJORITY VOTE**

A two-third majority vote is defined as a vote in which at least twice as many members declare themselves in favour of a motion than who declare themselves opposed to it.

#### **12.3.3.3. THREE-QUARTER (3/4) MAJORITY VOTE**

A three-quarters majority vote is defined as a vote in which at least three times as many members declare themselves in favour of a motion than who declare themselves opposed to it.

### **12.4. QUORUM FOR THE EB, THE SC, THE GA AND THE OTHER COMMITTEES OF CUPE 2626**

#### **12.4.1. QUORUM FOR THE EB, THE SC AND THE GA**

For a meeting of the EB, the SC, or a GA of CUPE 2626 to be considered official, their respective quorum has to be reached.

#### **12.4.2. VERIFYING QUORUM FOR THE EB, THE SC AND THE GA**

**12.4.2.1.** At the time at which the meeting or the GA is supposed to start, the President of Assembly will verify whether quorum has been reached.

**12.4.2.2.** If quorum is reached, the President of Assembly will announce that quorum has been reached and declare the meeting or the Assembly open.

**12.4.2.3.** If quorum has not been reached, the President of Assembly will announce that quorum has not yet been reached and that the procedure to follow will be the following:

- a. Every five (5) minutes, for the twenty minutes following the time at which the meeting or the Assembly will have started, they will verify quorum;
- b. As soon as quorum is reached, they will announce that quorum has been reached and will declare the meeting or the Assembly open;
- c. If, twenty (20) minutes after the Assembly's scheduled start time, quorum has still not been reached, and if the President of Assembly estimates from the number of members present that it will not be reached within a reasonable time, they will announce that quorum has not been reached and that the meeting of the Assembly cannot take place.

#### **12.4.3. RESCHEDULING MEETINGS**



**12.4.3.1.** In the case stipulated at Article 12.4.2.3.c, at the discretion of the President of Assembly, the EB meeting which is not taking place can be rescheduled, taking into account the prescribed delays, if there are any, for calling and holding such an EB meeting.

**12.4.3.2.** In the case stipulated at Article 12.4.2.3.c, at the discretion of the two Chief Stewards, the SC meeting that is not taking place can be rescheduled, taking into account the prescribed delays, if there are any, for calling and holding such a SC meeting.

**12.4.3.3.** In the case stipulated at Article 12.4.2.3.c, at the discretion of the President, and in consultation with the members in attendance, the GA that did not take place can be rescheduled, taking into account the prescribed delays, if there are any, for calling and holding such a GA.

**12.4.3.4.** Notwithstanding Article 12.4.3.3, if the quorum for an AGA, a RGA or a SGA has not been reached, and unless otherwise prescribed in the present Bylaws, the EB has the necessary authority to deal with urgent issues that should have been dealt with at the GA that did not take place. Any decisions made by the EB in such a manner must be reported to the membership at the subsequent AGA or RGA and must be ratified by the membership.

#### **12.4.4. QUORUM FOR OTHER COMMITTEES**

For a meeting of committees, other than those mentioned in Article 12.4.1, to be considered official, their respective quorum has to be reached.

##### **12.4.4.1. VERIFYING QUORUM FOR OTHER COMMITTEES**

**12.4.4.1.1.** At the time at which the meeting is supposed to start, the person in charge of the committee will verify quorum.

**12.4.4.1.2.** If quorum has been reached, the person in charge must announce that quorum has been reached and that the meeting can begin.

**12.4.4.1.3.** If quorum has not been reached, the person in charge of the committee or council will:

- a. Attempt to get a hold of the missing members and wait for them to arrive;
- b. Start the meeting, though no official decision can be made as long as quorum has not been reached; or
- c. Call a new meeting later that day or at a later date, preferably within two days, taking into account the urgency of the questions to be dealt with and other information contained in the article of the present Bylaws describing the said committee.

# ARTICLE 13.

# HONORARIA

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## 13.1. GENERAL CLAUSES

**13.1.1.** Subject to Appendix A of the present Bylaws, to reward the work of officers of the EB, members of the Bargaining Committee (when active), the President of Assembly, the Referendum Officer and the RMGS, honoraria will be given to the people holding the aforementioned positions.

**13.1.2.** Notwithstanding 13.2.1, if an officer, the President of Assembly, or one of the members of the BC cannot fulfill their duties, quits their position voluntarily, loses their student status, is suspended, is fined or is expelled from CUPE 2626, their honoraria will be paid up to the date at which their position became vacant.

## 13.2. Honoraria for officers, for the President of Assembly and for the RMGS

**13.2.1.** The honoraria given to people holding the positions of officers, President of Assembly and RMGS will be determined in function of the importance of the position and the amount of work associated with it.

**13.2.1.1.** The honoraria given to the people holding positions of officers, President of Assembly and RMGS will not exceed the following limits:

- a. President: 2½ full appointments;
- b. Vice-President: 2 ⅓ full appointments;
- c. Secretary-Treasurer: 2 full appointments;
- d. Chief Stewards: 2 full appointments;
- e. Equity and Education Officer: 1 ⅓ full appointments;
- f. Health and Safety Officer: ¾ full appointment;
- g. Recording Secretary: 1 full appointment;
- h. President of Assembly: ¾ full appointment;
- i. RMGS: ⅓ full appointment.

## 13.2.2. MODIFICATIONS

**13.2.2.1.** Any modification to the honoraria must first be adopted by a three-quarters (3/4) majority vote of the members present at an EB meeting, be recommended to the GA and ratified by a simple majority vote at the following RGA or AGA.

**13.2.2.2.** Should no decision be made at the GA or should the members in attendance declare themselves against the proposed modifications, the current honoraria will remain in effect.

**13.2.2.3.** No modification will be made to the honoraria for the current mandate. The modifications can only come into effect for the mandate following that during which they were adopted.

### **13.3. HONORARIA FOR MEMBERS OF THE BC**

**13.3.1.** Honoraria to be given to the people holding positions on the BC will be determined in function of the duration of the negotiations and of the number of members on the BC.

**13.3.2.** The total amount of honoraria given to the BC will not normally be inferior to the monetary value of two and one-half appointments as a Teaching Assistant.

**13.3.3.** Should the collective negotiations last more than six (6) months after the first official bargaining session with the Management side and require from members of the BC far more work than had been anticipated, the EB, by a two-thirds (2/3) majority vote to that effect, can authorize for each additional period of four (4) months an adjustment equal to half of a full-time appointment.

**13.3.4.** Should the collective negotiations be suspended because a decision was made to go to arbitration, the BC will not be paid for the period during which collective negotiations are suspended.

**13.3.5.** When the Collective Agreement has been renegotiated, or renewed and ratified, the members of the BC must draw up a list of the honoraria to be given to each member of the BC, based on the work they did and on their contribution to the negotiations.

**13.3.6.** The list of honoraria to be given out must be adopted by members of the BC by a simple majority vote.

**13.3.7.** When the list of honoraria to be given out has been adopted, it will be handed to the Secretary-Treasurer, who will prepare the cheques for members of the BC.

### **13.4. HONORARIA FOR THE DELEGATES TO THE UOHSC AND THE OHSSCS**

**13.4.1.** The delegates to the UOHSC and the OHSSCs will be given honoraria based on a rate per meeting and inspection for their participation within their respective committee.

**13.4.2.** Should a CUPE 2626 delegate to one of the OHSSCs be appointed delegate of their sector to the UOHSC, they will also receive honoraria based on the number of hours stipulated in Article 13.4.5.

**13.4.3.** If a member does not show up for a meeting, they will not receive the honoraria for that meeting.

**13.4.4.** If a member does not show up for an inspection, they will not receive the honoraria for that inspection.

**13.4.5.** For each of the positions on the UOHSC, about five (5) meetings a year, each two (2) hours long, as well as one hour of preparation per meeting, are provided for.

**13.4.6.** For each of the positions on the OHSSCs, about five (5) meetings a year, each two (2) hours long, one hour of preparation per meeting, as well as six (6) hours of inspection are provided for.

**13.4.7.** A delegate will receive their honoraria within ten (10) working days of the presentation of their verbal report and of the documents (minutes, agenda and/or others) to the Secretary-Treasurer, who will then prepare the cheque.

### **13.5. HONORARIA FOR THE REFERENDUM OFFICER**

The Referendum Officer will receive an honoraria equivalent to one seventh (1/7th) of a full appointment once they have fulfilled the responsibilities related to the referendum and after the EB has adopted their report.

## **ARTICLE 14.**

# **SUSPENSION AND DISMISSAL**

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- 14.1.** All officers must respect at all times the established procedures, the oath of office, the other oaths that they have taken, the present Bylaws, the Constitution of CUPE, the Collective Agreement and Policy 110A. They must also fulfill the tasks assigned to them and their responsibilities as prescribed in the present Bylaws.
- 14.2.** Members of any council or committee, be it standing or *Ad hoc*, must at all times respect the established procedures, the oaths they have taken, the present Bylaws, the Constitution of CUPE, the Collective Agreement and/or Policy 110A. They must also fulfill the tasks assigned to them and their responsibilities as prescribed in the present Bylaws and/or in the mandate of the committee or council in question.
- 14.3.** An EB member who fails to fulfill their duties as they are defined in Article 10 and article 14.1 is liable to suspension and dismissal.
- 14.4.** All charges against officers or members must be made in writing and dealt with in accordance with Article B.6 of the National Constitution.

## **ARTICLE 15.**

# **DUES AND FISCAL YEAR**

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### **15.1. DUES**

**15.1.1.** Subject to the relevant provisions of the CUPE National Constitution, any modification to the dues paid by regular members of CUPE 2626 must be determined by the GA, upon recommendation by the EB, in function of the needs of CUPE 2626. Before they are implemented, these modifications must be ratified by the regular members of CUPE 2626 at a GA.

**15.1.2.** Subject to the relevant provisions of the CUPE National constitution, any modification to the dues paid by regular members of CUPE 2626-1 must be determined by the GA, upon recommendation by the EB, in function of the needs of CUPE 2626. Before they are implemented, these modifications must be ratified by the regular members of CUPE 2626-1 at a type III SGA.

**15.1.3.** Each member of CUPE 2626 shall pay 2.4 % of their gross salary in membership dues.

### **15.2. FISCAL YEAR**

The fiscal year for CUPE 2626 starts May 1 of each year and ends April 30 of the following year.

# ARTICLE 16.

# FUNDS

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## 16.1. DEFENCE FUND

**16.1.1.** A defence fund will be maintained by CUPE 2626.

**16.1.2.** A percentage of the dues paid by members of CUPE 2626 will be deposited in an account created specifically to maintain the Defence Fund.

**16.1.3.** The GA will establish a Defence Fund Policy, and may modify it. Failure to follow the Policy in force shall be interpreted as a breach of this Bylaw.

**16.1.4.** At the end of the fiscal year, all surpluses from the operation budget will be deposited in the Defence Fund.

**16.1.5.** The Secretary-Treasurer and the EB are in charge of managing the defence fund. As such:

- a. When another CUPE Local similar to CUPE 2626 is on strike, they have the power, by a 3/4 majority vote, to give the other Local a loan without interest for an amount up to the total value of the interests generated by the defence fund for the current year ;
- b. Upon the recommendation of the BC and by a 3/4 majority vote to that effect, certain sums can be used by the EB in order to prepare for the possibility of a strike; this is only allowed in periods of collective bargaining;
- c. Should it become necessary during the period of collective bargaining to go to arbitration, the EB will authorize the payment, from the defence fund, of the costs related to the arbitration process which have to be paid by CUPE 2626.

**16.1.6.** In times of strike, the funds necessary to the normal operation of CUPE 2626 as well as the funds required to complete the strike successfully will be withdrawn from the defence fund of CUPE 2626.

## 16.2. ARBITRATION FUND

**16.2.1.** An arbitration fund will be maintained by CUPE 2626.

**16.2.2.** A percentage of the dues paid by members of CUPE 2626 (representing 3% of the members' dues) will be deposited in an account created specifically to maintain the Arbitration Fund.

**16.2.3.** At the end of the fiscal year, all surpluses from the Arbitration Fund will be deposited in the Defence Fund.

**16.2.4.** The Secretary-Treasurer and the Grievance Committee are jointly in charge of managing the Arbitration Fund.

### **16.3. EDUCATION FUND**

**16.3.1.** An Education fund will be maintained by CUPE 2626.

**16.3.2.** A percentage of the dues paid by members of CUPE 2626 (representing 1% of the members' dues) will be deposited in an account created specifically to maintain the Education Fund.

**16.3.3.** At the end of the fiscal year, all surpluses from the Education Fund will be deposited in the Defence Fund.

**16.3.4.** The Secretary-Treasurer and the Equity and Education Officer are jointly in charge of managing the Education Fund.



# ARTICLE 17.

# REFERENDUM

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## **17.1. ORGANIZATION OF A REFERENDUM**

**17.1.1.** In addition to the information contained in the present article, the procedure to follow for the organization of a referendum are those described in Appendix B.

**17.1.2.** A Referendum must be organized for the ratification of a new collective agreement.

**17.1.3.** A Referendum can be organized to consult the membership:

- a. By a two-thirds (2/3) majority vote at a GA in favour of such a Referendum being held; or
- b. By a two-thirds (2/3) majority vote at an EB meeting in favour of holding such a Referendum and, subsequently, a two-thirds (2/3) majority vote at an SC meeting in its favour.

**17.1.4.** The question or questions must be clear and precise.

**17.1.5.** The dates on which the Referendum will be held must be decided at the same meeting during which the referendum question is adopted.

**17.1.6.** The polls must be open for two (2) consecutive days.

**17.1.7.** Subject to article 17.1.8, the results of the Referendum will be recognized as the official decision of CUPE 2626 members.

**17.1.8.** Any irregularity, which can be and is disputed, which could have been avoided and puts into question the validity of the results of the Referendum will cause the automatic voidance of the Referendum results. In this case, a new Referendum will be held within a delay prescribed by the EB.

## **17.2. REFERENDUM OFFICER**

**17.2.1.** The President of Assembly of CUPE 2626 is officially in charge of Referenda.

**17.2.2.** If the President of Assembly does not accept the responsibility of Referendum Officer, a new Officer will be appointed or elected by the decision-making body or bodies that requested a Referendum be held.

**17.2.3.** The tasks of the Referendum Officer are described Appendix B.

## **ARTICLE 18.**

# **BULLETIN**

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- 18.1.** CUPE 2626 will publish a bulletin in order to inform its membership of the decisions made by the decision-making bodies, of important issues and of the latest developments affecting members of CUPE 2626.
- 18.2.** The bulletin will be published at least once in the fall semester and at least once in the winter semester; the bulletin can also be published in the spring / summer semester.
- 18.3.** The person in charge of the bulletin is the Vice-President of CUPE 2626.
- 18.4.** The person in charge of the bulletin will make sure that the articles published are relevant.
- 18.5.** The person in charge of the bulletin will edit the articles submitted as they deem necessary.
- 18.6.** Since CUPE 2626 is a bilingual organization, the person in charge of the bulletin must ensure that all articles are published in both official languages of CUPE 2626.
- 18.7.** The final version of the bulletin will be adopted by the EB before being published.

# ARTICLE 19.

# OATHS

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## 19.1. OATH OF OFFICE

All officers with or without portfolio of CUPE 2626, the President of Assembly, the President of the BC as well as elected members of the BC must take the following oath of office in front of the AGA; all officers with or without portfolio of CUPE 2626, the President of Assembly, the President of the BC as well as members of the BC appointed by interim must take the following oath of office in front of the EB; all officers of CUPE 2626 with or without portfolio, the President of Assembly, the President of the BC as well as members of the BC appointed by interim must take the following oath of office in front of the GA or the SC, depending on which decision-making body appointed them:

“I, (name)....., do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of my office, for the ensuing term, as prescribed in the Bylaws of the Canadian Union of Public Employees, Local 2626, the Constitution and laws of the Canadian Union of Public Employees, and as an officer of this Union will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions. I further promise, that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Union in my possession to my duly elected successor in office”.

## 19.2. OATH OF ELECTION

All candidates whose candidacy has been proposed and accepted for a position and who fulfill the requirements of the position in question as defined in Article 10 must take the following oath of election:

“I, (name)....., do most sincerely promise, that I will support and respect the Bylaws, principles, objectives and policies of the Canadian Union of Public Employees, Local 2626, as well as the Constitution, principles, objectives and policies of the Canadian Union of Public Employees.”

### **19.3. OATH OF CONFIDENTIALITY**

All elected members of the GC must take the following oath of confidentiality in front of the AGA; all members of the GC elected by interim must take the following oath of confidentiality in front of the decision-making body that has elected them; and all members appointed by interim must take the following oath of confidentiality in front of the EB:

“I, (name)....., do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of my office for the ensuing term, as prescribed in the Bylaws of the Canadian Union of Public Employees, Local 2626, the Constitution and laws of the Canadian Union of Public Employees and, as an officer of this Union will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions. I recognize that by taking this oath, I am sworn to secrecy and must keep confidential any information which may damage the private life of a member or an officer of CUPE 2626.”

### **19.4. OATH OF THE REFERENDUM OFFICER**

The Referendum Officer must take the following oath in front of the decision-making body which requested that a Referendum be held:

“I, (name)....., do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of the mandate that I was entrusted with, as prescribed by the Referendum procedure, the present Bylaws and the Constitution and laws of the Canadian Union of Public Employees. I further promise to give back to the President of CUPE 2626 any property belonging to CUPE 2626, any receipt as well as any unspent sum of money that will be in my possession. Furthermore, I promise to destroy the lists, used ballots and unused ballots thirty (30) days after submitting my report to the EB.”

### **19.5. OATH OF THE RETURNING DEPUTY OFFICERS**

All returning deputy officers and those taking part in the organization of the referendum must take the following oath in front of the Referendum Officer:

“I, (name)....., do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of the mandate I was entrusted with, as prescribed in the Referendum procedure, and in the Constitution and laws of the Canadian Union of Public Employees. I further promise to give the Referendum Officer at the end of my mandate any list, ballot box or document which will be in my possession.”

## **ARTICLE 20.**

# **MODIFICATIONS TO THE PRESENT BYLAWS**

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**20.1.** The present Bylaws can only be modified by members in good standing of CUPE 2626 at an AGA or a RGA.

### **20.2. NOTICE**

**20.2.1.** A notice of motion of the modifications to be made to the Bylaws has to be presented at a General Assembly held at least seven (7) days before the AGA or the RGA at which the vote on the proposed modifications will be held. If no notice of motion has been presented, it is possible to inform the members in good standing of the proposed modifications by giving a written notice at least sixty (60) days before the AGA or the RGA at which the vote on the proposed modifications will be held.

**20.2.2.** The modifications to be made to the Bylaws must be submitted in their final version to the President of Assembly at the same time as the notice of motion is presented, on a sheet or in an electronic document, accompanied by the existing article or clause. In the case that a written notice must be given to the members in good standing, the President of Assembly must be given these documents early enough so as to ensure that the 60-day minimum delay stipulated in these Bylaws is respected.

**20.3.** The vote on the proposed modifications to the Bylaws will be held at the AGA or RGA following that at which the notice of motion was presented.

**20.4.** The adoption of the modifications to the Bylaws requires a 2/3 majority vote by members in good standing of CUPE 2626 in attendance.

**20.5.** Before coming into effect, any modification must be approved by the National President of CUPE.

## **ARTICLE 21.**

# **DATE OF IMPLEMENTATION OF THE PRESENT BYLAWS**

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**21.1.** The adoption of these Bylaws renders void any other Bylaws of CUPE 2626 which might exist or might have existed before the date written below.

**21.1.1.** All versions of the bylaws and adopted changes must be kept in the archives of CUPE 2626.

**21.2.** The Bylaws have been revised on the following occasions:

- Date of approval by membership: November 4, 2009  
Date of approval by CUPE National President: March 8, 2010
- Date of approval by membership: November 15, 2010  
Date of approval by CUPE National President: October 7, 2010
- Date of approval by membership: November 14, 2012, & March 13, 2013  
Date of approval by CUPE National President: May 14, 2014
- Date of approval by membership: March 2, 2017  
Date of approval by CUPE National President: May 30, 2017
- Date of approval by membership: May 3, 2018  
Date of approval by CUPE National President: November 1, 2018
- Date of approval by membership: March 19, 2019  
Date of approval by CUPE National President: June 18, 2019

## **ARTICLE 22.**

# **LIFEGUARDS – CUPE 2626-1**

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### **22.1. NAMES, DEFINITIONS AND OFFICE**

**22.1.1.** CUPE 2626-1 is a sub-unit of CUPE 2626.

**22.1.2.** The office of CUPE 2626-1 is the office of CUPE 2626, as specified in article 1.1.

### **22.2. AUTHORITY**

**22.2.1.** These Bylaws apply to CUPE 2626-1.

**22.2.2.** CUPE 2626-1 can adopt separate Bylaws to organize its internal management.

**22.2.3.** If any article of the separate Bylaws adopted by CUPE 2626-1 conflicts these Bylaws, the Bylaws of CUPE 2626 shall prevail. In such a case, the article in the Bylaws of CUPE 2626-1 shall be declared null and stricken out by the President of Assembly of CUPE 2626.

### **22.3. BILINGUALISM**

**22.3.1.** CUPE 2626-1 can adopt Bylaws provisions on bilingualism.

**22.3.2.** The office of CUPE 2626 provides services to the members of CUPE 2626-1 in one of the official languages.

### **22.4. MEMBERS**

**22.4.1.** The members of CUPE 2626-1 are employees of sports services at the University of Ottawa.

**22.4.2.** The members of CUPE 2626-1 are members of CUPE 2626 and therefore enjoy all the rights, duties and privileges arising from this status.

**22.4.3.** Notwithstanding article 22.4.2, the members of CUPE 2626-1 cannot be candidates for positions at CUPE 2626 or vote at elections for CUPE 2626 positions.

### **22.5. GENERAL ASSEMBLIES**

**22.5.1.** The members of CUPE 2626-1 can participate in the General Assemblies of CUPE 2626.

**22.5.2.** The General Assemblies of CUPE 2626-1 are convened and organized pursuant to the internal Bylaws of CUPE 2626-1.

**22.5.3.** The President of CUPE 2626, or their substitute, participates in the meetings of CUPE 2626-1. They have the right to speak, but not the right to propose motions or to vote.

## **22.6. STEWARDS' COUNCIL**

**22.6.1.** CUPE 2626-1 has a seat on the Stewards' Council of CUPE 2626.

**22.6.2.** The steward of CUPE 2626-1 is subject to the same rules, rights and privileges as CUPE 2626 stewards, as specified by article 6 of these Bylaws.

## **22.7. EXECUTIVE COMMITTEE**

**22.7.1.** The president of CUPE 2626-1 is an *ex-officio* member of the Executive Committee of CUPE 2626 as a representative of the lifeguards.

**22.7.2.** When acting in this capacity the president of CUPE 2626-1 is subject to the rules of article 10 of these Bylaws.

**22.7.3.** CUPE 2626-1 has a separate executive committee. Its officers are elected or appointed according to the Bylaws of CUPE 2626-1.

## **22.8. HONORARIA**

**22.8.1.** CUPE 2626-1 determines the honoraria paid to its officers.

## **22.9. SUSPENSION AND DISMISSAL**

**22.9.1.** The rules of suspension and dismissal of CUPE 2626-1 members must follow the rules of the CUPE National Constitution.

**22.9.2.** CUPE 2626-1 informs CUPE National and CUPE 2626 about all suspensions and/or dismissals executed under article 22.9.1.

## **22.10. DUES AND FISCAL YEAR**

**22.10.1.** CUPE 2626 receives the dues paid by CUPE 2626-1.

**22.10.2.** The budget of CUPE 2626-1 is separate from the budget of CUPE 2626.

**22.10.3.** The fiscal year of CUPE 2626-1 starts and ends on the same dates as the fiscal year of CUPE 2626, as provided for in article 15.2.



**22.10.4.** CUPE 2626 retains 20% of the dues paid by CUPE 2626-1 for services provided by the union office.

### **22.11. DEFENCE FUND OF CUPE 2626-1**

**22.11.1.** CUPE 2626-1 determines the contributions to its own defence fund.

### **22.12. REFERENDUM**

**22.12.1.** CUPE 2626-1 determines their own rules of procedure for referenda.

### **22.13. OATHS**

**22.13.1.** The officers of CUPE 2626-1 take the oath of office as provided for in article 19 of the present Bylaws.

### **22.14. CHANGES TO ARTICLE 22 OF THE PRESENT BYLAWS**

**22.14.1.** CUPE 2626-1 shall present a written proposal to the President of CUPE 2626 within 90 days before a general assembly at which the proposed changes to the Bylaws are to be discussed by the membership of CUPE 2626.

**22.14.2.** This written proposal must contain all the proposed modifications to the Bylaws.

**22.14.3.** This proposal shall be submitted to the members of CUPE 2626 at the following General Assembly, under the same conditions provided for in article 20 of the present Bylaws.

## **APPENDIX A.**

# **RULES TO APPLY TO CASES OF MOTIVATED AND UNMOTIVATED ABSENCES**

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### **A.1. DEFINITIONS**

**A.1.1.** An EB meeting, or regular EB meeting, is defined as any meeting planned or called by the President or by a majority vote or consensus by EB members.

**A.1.2.** A regular meeting of the SC is defined as any meeting planned or called by the Chief Stewards together with the Stewards Council, if possible.

**A.1.3.** A motivated absence from an EB meeting, a GA or a Standing Committee meeting is defined as an absence with notification to the President before the meeting, if possible, and justified by reason of illness, bereavement, or other such reason deemed acceptable by the President.

**A.1.4.** A motivated absence from a meeting of the Stewards Council is defined as an absence of a Chief Steward with notification to the President and to the other Chief Steward at least two (2) hours before the meeting is held and justified by reason of either illness or bereavement.

**A.1.5.** A non-motivated absence is defined as any absence other than those enumerated in sections A.3 and A.4 as well as other exceptions defined in section D of the present Appendix.

**A.1.6.** Presence at a meeting is defined as being in attendance for the entire duration of the meeting.

**A.1.7.** A regular Standing Committee meeting is defined as a meeting of a committee listed in Article 8 of the present bylaws for which reasonable notice was given. Ad-hoc committee meetings are not included in this term.

**A.1.8.** An exempt absence is an absence with reasonable advance notice to the President for a reason outlined in A.4.1. or A.4.2. Although members absent for such reason should be recorded as such in the minutes, the absence will not count toward

their allowed number of motivated or unmotivated absences and they shall incur no penalty.

## **A.2. OBLIGATIONS**

### **A.2.1. ATTENDANCE AT EB MEETINGS AND OTHER PROVISIONS**

**A.2.1.1.** All EB members must be in attendance at regular EB meetings.

**A.2.1.2.** Any member of the EB who is absent from an EB meeting is responsible for getting a copy of the minutes of that meeting and for finding out when the next EB meeting will be held.

**A.2.1.3.** Any EB member who cannot attend an EB meeting must notify the President or their replacement.

**A.2.1.4.** The presence, motivated absence or unmotivated absence of EB members must be recorded in the minutes of EB meetings.

**A.2.1.5.** EB meetings are called in such a way as to accommodate the schedule of all EB members and of the President of Assembly, or of as many EB members as possible.

### **A.2.2. ATTENDANCE AT SC MEETINGS AND OTHER PROVISIONS**

**A.2.2.1.** Both Chief Stewards must be present at Stewards' Council meetings.

**A.2.2.2.** Any Chief Steward who is absent from a SC meeting is responsible for obtaining a copy of the minutes of that meeting and for finding out when the next SC meeting will be held.

**A.2.2.3.** The presence, motivated absence or unmotivated absence of Chief Stewards must be recorded in the minutes of every SC meeting.

**A.2.2.4.** SC meetings are called in such a way as to accommodate first the schedule of both Chief Stewards and of the President of Assembly, and then that of as many Stewards as possible.

### **A.2.3. ATTENDANCE AT STANDING COMMITTEE MEETINGS AND OTHER PROVISIONS**

**A.2.3.1.** EB members are required to attend all regular meetings of standing committees of which they are ex-officio members or otherwise required to attend (e.g., President, Vice-President and CSs must attend GC meetings).

**A.2.3.1.1.** The RMGS must attend all regular meetings of the Grievance Committee.

**A.2.3.2.** Any EB member or RMGS who is absent from a standing committee meeting is responsible for obtaining a copy of the minutes of that meeting and for finding out when the next committee meeting will be held.

**A.2.3.3.** Any EB member who cannot attend a standing committee meetings meeting must notify the committee chair and the President or their replacement.

**A.2.3.4.** The presence, motivated absence or unmotivated absence of EB members and the RMGS at standing committee meetings must be recorded and reported to the EB.

**A.2.3.5.** Standing Committee meetings should call in such a way as to accommodate first the schedule of the committee chair, and then that of as many paid members as possible.

#### **A.2.4. ATTENDANCE AT GENERAL ASSEMBLIES AND OTHER PROVISIONS**

**A.2.4.1.** All EB members must be in attendance at General Assemblies.

**A.2.4.2.** Any member of the EB who is absent from a GA is responsible for getting a copy of the minutes of that assembly.

**A.2.4.3.** Any EB member who cannot attend a GA must notify the President or their replacement.

**A.2.4.4.** The presence, motivated absence or unmotivated absence of EB members must be recorded in the minutes of GAs.

### **A.3. RULES TO APPLY TO MOTIVATED & UNMOTIVATED ABSENCES**

#### **A.3.1. EB MEETINGS**

##### **A.3.1.1. RULES TO APPLY TO MOTIVATED ABSENCES FROM EB MEETINGS**

**A.3.1.1.1.** If a member of the EB is unable to attend a regular EB meeting, it is the responsibility of that member to notify the President or their replacement.

**A.3.1.1.2.** In cases of motivated absences, an EB member can miss a maximum of three (3) regular EB meetings per mandate without losing any honoraria. If, in the course of one academic term, a member misses:

- a. Four (4) regular EB meetings, they will lose twenty-five percent (25%) of their honoraria;
- b. Five(5) regular EB meetings, they will lose fifty percent (50%) of their honoraria;
- c. Six (6) regular EB meetings, they will lose one hundred percent (100%) of their honoraria and their position will automatically be considered vacant.

**A.3.1.1.3.** Notwithstanding directives given in section A.3.1.1.2, an EB member cannot have more than three (3) motivated absences in the course of a single mandate.

**A.3.1.1.4.** Should an EB member accumulate more than three (3) motivated absences during the course of a single mandate, the following absences will be declared unmotivated.

**A.3.1.2. RULES TO APPLY TO UNMOTIVATED ABSENCES FROM EB MEETINGS**

**A.3.1.2.1.** In cases of unmotivated absences, an EB member can miss a maximum of one (1) regular EB meeting per academic term without loss of honoraria. If, during a single mandate, an EB member is absent from:

- a. Two (2) regular EB meetings, they will lose twenty-five percent (25%) of their honoraria;
- b. Three (3) regular EB meetings, they will lose sixty percent (60%) of their honoraria;
- c. Three (3) consecutive regular EB meetings, they will lose one hundred percent (100%) of their honoraria and their position will be considered vacant.

**A.3.1.3. Combinations of motivated and unmotivated absences**

**A.3.1.3.1.** Should an EB member accumulate three (3) motivated and one (1) unmotivated absence during the course of a single mandate, the consequences outlined in A.3.1.1.2.a shall apply.

**A.3.1.3.2.** Should an EB member accumulate four (4) motivated and one (1) unmotivated absence during the course of a single mandate, the consequences outlined in A.3.1.1.2.b shall apply.

**A.3.1.3.3.** Should an EB member accumulate three (3) motivated and two (2) unmotivated absences during the course of a single mandate, the consequences outlined in A.3.1.1.2.b shall apply.

**A.3.1.3.4.** Should an EB member accumulate four (4) motivated and one (1) unmotivated absences during the course of a single mandate, the consequences outlined in A.3.1.1.2.b shall apply.

**A.3.1.3.5.** Should an EB member accumulate five (5) motivated and one (1) unmotivated absences during the course of a single mandate, the consequences outlined in A.3.1.1.2.c shall apply.

## **A.3.2. SC MEETINGS**

### **A.3.2.1. RULES TO APPLY TO MOTIVATED ABSENCES**

**A.3.2.1.1.** Since the Chief Stewards are the ones who decide on the date of SC meetings, only illness (with proof) and bereavement will be accepted as justification for a motivated absence.

**A.3.2.1.2.** If a Chief Steward is unable to attend a regular SC meeting, it is their responsibility to notify the President or their replacement before the meeting is to take place.

**A.3.2.1.3.** In cases of motivated absences, a Chief Steward can miss only one (1) SC meeting in the course of a single mandate without loss of honoraria.

**A.3.2.1.4.** If, in the course of a single mandate, a Chief Steward misses:

- a. Two (2) regular SC meetings, they lose thirty-three percent (33%) of their honoraria;
- b. Three (3) regular SC meetings, they lose one hundred percent (100%) of their honoraria and their position is automatically declared vacant.

### **A.3.2.2. RULES TO APPLY TO UNMOTIVATED ABSENCES**

**A.3.2.2.1.** Since the Chief Stewards are the ones who decide on the date of SC meetings, they are not authorized to have unmotivated absence. If, in the course of a single mandate, a Chief Steward misses:

- a. One (1) regular SC meeting, they lose thirty-three percent (33%) of their honoraria;
- b. Two (2) regular SC meetings, they lose one hundred percent (100%) of their honoraria and their position is automatically declared vacant.

**A.3.2.2.2.** Should a Chief Steward accumulate one (1) motivated and one (1) unmotivated absence from regular SC meetings in the course of a single mandate they shall lose fifty percent (50%) of their honoraria.

**A.3.2.2.3.** Should a Chief Steward accumulate two (2) motivated and one (1) unmotivated absence from regular SC meetings in the course of a single mandate the sanctions in A.3.2.1.4.b shall apply.

### **A.3.2.3. Rules to apply to the Recording Officer**

**A.3.2.3.1.** The Recording Officer's required attendance at SC meetings will be governed by the rules for Standing Committee meetings in A.3.6.

### **A.3.3. RULES TO APPLY TO ABSENCES OF THE PRESIDENT OF ASSEMBLY**

**A.3.3.1.** The President of Assembly presides over all meetings of the EB and the SC, as well as all GAs.

**A.3.3.2.** When the President of Assembly is unable to attend a regular EB meeting, a regular SC meeting, or a GA, it is their responsibility to inform the President or their replacement as soon as possible before the meeting or the assembly to be held.

**A.3.3.3.** The President of Assembly incurs a loss of:

- a. \$75 for any EB meeting from which they are absent;
- b. \$125 for any SC meeting from which they are absent;
- c. \$150 for any GA from which they are absent.

### **A.3.4. REPLACEMENT OF THE PRESIDENT OF ASSEMBLY**

**A.3.4.1.** The amount specified in section A.3.3.3.a of the present Appendix will be given as an honorarium to the replacement of the President of Assembly for an EB meeting if they are not a member with a portfolio of the EB. Should there be no replacement, the President shall preside.

**A.3.4.2.** The amount specified in section A.3.3.3.b of the present Appendix will be given as an honorarium to the replacement of the President of Assembly for an SC meeting. However, the Chief Stewards and EB members are never allowed to preside over a SC meeting. Should there be no replacement, the stewards present shall elect a chairperson from among themselves.

**A.3.4.3.** The amount specified in section A.3.3.3.c of the present Appendix will be given as an honorarium to the replacement of the President of Assembly for a GA. However, EB members are never allowed to preside over a GA. Should there be no replacement, the members present shall elect a chairperson from among themselves.

### **A.3.5. RULES TO APPLY TO ABSENCES OF REGULAR MEMBER IN GOOD STANDING**

**A.3.5.1.** The RMGS is required to attend all regular GC meetings

**A.3.5.2.** The rules governing the RMGS's absences from GC meetings are identical to those outlined in A.3.1. for EB members' absences from EB meetings.

### **A.3.6. GENERAL ASSEMBLIES**

**A.3.6.1.** EB members are required to attend all GAs.

**A.3.6.2.** Should an EB member be absent from a General Assembly during the course of their mandate, the absence will count toward their total allowed absences from EB meetings stipulated in A.3.1.

### **A.3.7. STANDING COMMITTEES**

**A.3.7.1.** EB Members are required to attend all regular meetings of standing committees of which their description of duties requires them to be members or to attend.

**A.3.7.2.** Should an EB member accumulate two (2) unmotivated at regular standing committee meetings, any further absences in such meetings (motivated or unmotivated) will count toward their total allowed absences from EB meetings stipulated in A.3.1.

**A.3.7.3.** Should the President find that an EB member's attendance at Standing Committee meetings to be problematic, they may inform said member that all further absences will count toward their total allowed absences from EB meetings stipulated in A.3.1.

## **A.4. EXCEPTIONS**

### **A.4.1. EXCEPTIONS FOR EB MEMBERS, THE RMGS AND THE POA**

**A.4.1.1.** Notwithstanding section A.3 of the present Appendix, absences of EB members or the RMGS from EB or standing committee meetings or GAs will be considered as exempt absences if proper notification was given to the President and if the absence is motivated by one of the following justifications:

- a. Attendance at a class;
- b. Defence of a thesis or memoir;
- c. Academic conference;
- d. A meeting or event approved by CUPE;
- e. A simultaneous CUPE 2626 meeting; or
- f. A task related to a job classification within the CUPE 2626 Collective Agreement.

**A.4.1.2.** Notwithstanding section A.3 and of the present appendix, the President of Assembly's absence from a meeting over which they were supposed to preside will be considered as an exempt absence if proper notification was given to the President and if the absence is motivated by one of the justifications listed in A.4.1.1.

### **A.4.2. EXCEPTIONS FOR CHIEF STEWARDS**

**A.4.2.1.** Notwithstanding section A.3 of the present Appendix, a Chief Steward's absence from an SC meeting will be considered as an exempt absence if proper



notification was given to the President and if the absence is motivated by one of the following justifications: a. Defence of a thesis or memoir; b. Academic conference.

#### **A.4.3. EXCEPTIONS FOR MEMBERS APPOINTED OR ELECTED IN THE COURSE OF A MANDATE**

**A.4.3.1.** The directives prescribed in the articles of the present Appendix also applies to members appointed or elected in the course of a mandate.

**A.4.3.2.** The penalties stipulated in the present Appendix applies to the total amount of honoraria that remains to be given to the person holding the position, and not to the total amount of honoraria for a complete mandate.

#### **A.4.4. OTHER EXCEPTIONS**

**A.4.4.1.** Should a member be unable to adequately fulfill their tasks because they make the most of the exceptions and directives listed in the present Appendix, their case will be re-evaluated by the President.

### **A.5. HOLIDAYS**

#### **A.5.1. HOLIDAYS FOR EB MEMBERS**

**A.5.1.1.** Any EB member, upon request accepted by a majority vote of the EB, is entitled to take a vacation for either ten (10) consecutive working days or two periods of five (5) consecutive working days without being penalized under the condition that:

- a. A notice of at least two (2) weeks be given to the President and the EB with the dates at which the member plans to take their vacation;
- b. They list, in the notice, the tasks and work that need to be done while they are away; and
- c. They make sure that their work is completed or that another EB member offers to fulfill their task, as specified in the notice, for the period during which they are away.

**A.5.1.2.** Notwithstanding section A.5.1.1, if a member would rather have two (2) periods of five (5) working days rather than one (1) period of ten (10) working days, they must either:

- a. Make sure that, during those periods, they will not miss more than one EB meeting; or
- b. Accept that subsequent absences will be considered motivated absences.

## **A.5.2. HOLIDAYS FOR THE PRESIDENT OF ASSEMBLY**

**A.5.2.1.** The President of Assembly, upon request accepted by a majority vote of the EB, has the right to take a vacation for a period of fourteen (14) consecutive days under the condition that:

- a. A notice of at least one (1) week be given to the President and the EB with the dates during which the President of Assembly plans to take their vacation;
- b. They list, in the notice, the EB and SC meetings, as well as the GAs over which they must preside during their vacation if the case applies; and
- c. They make sure that a replacement can be found to fulfill the duties of the President of Assembly, if the case applies, at meetings or Assemblies.

**A.5.2.2.** The honoraria for the President of Assembly is given to their replacement or replacements in the manner prescribed in sections A.3.3 and A.3.4 of the present Appendix.

## **A.5.3. HOLIDAYS FOR THE RMGS**

**A.5.3.1.** A RMGS, upon request accepted by a majority vote of the GC, is entitled to take a vacation for either ten (10) consecutive working days or two periods of five (5) consecutive working days without being penalized under the condition that:

- a. A notice of at least two (2) weeks be given to the Vice-President and the GC with the dates at which the member plans to take their vacation;
- b. They list, in the notice, the tasks and work that need to be done while they are away (if any); and
- c. They make sure that their work is completed or that another GC member offers to fulfill their task, as specified in the notice, for the period during which they are away.

**A.5.3.2.** Notwithstanding section A.5.3.1, if the RMGS would rather have two (2) periods of five (5) working days rather than one (1) period of ten (10) working days, they must either:

- a. Make sure that, during those periods, they will not miss more than one GC meeting; or
- b. Accept that subsequent absences will be considered motivated absences.

## **A.6. POSITION DECLARED VACANT**

**A.6.1.** As soon as a position is declared vacant, the member who lost their position loses the honoraria associated with that position and must return the keys and all financial and material properties belonging to CUPE 2626 or CUPE in their possession to the President or their replacement, at the risk of receiving sanctions.

## **APPENDIX B.**

# **REFERENDUM PROCEDURE**

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**B.1.** General Clause The present procedure must be respected for the results of a referendum to be recognized as the decision and/or official position of the members of CUPE 2626.

### **B.2. TASKS OF THE REFERENDUM OFFICER**

**B.2.1.** The Referendum Officer must:

- a. Organize the referendum and supervise the deputy returning officers;
- b. Subject to section B.3.1, ensure that adequate publicity notifying the membership of an upcoming referendum appears in official student-run campus media, be posted on union billboards and, if time allows, in the union newsletter;
- c. Ensure that the procedure is duly followed;
- d. See that the referendum proceeds smoothly;
- e. Compile the results;
- f. Subject to section B.3.1, communicate the results to the membership through email and publish the in such other means as they deem appropriate, such as official student-run campus media, postings on union billboards and in the union newsletter, and sharing on social media;
- g. Submit a report to the decision-making body or bodies which requested that a referendum be held; once that report is adopted, it will be kept in the archives of CUPE 2626.

**B.2.2.** The Referendum Officer must ensure that the deputy returning officers:

- a. Take the oath of deputy returning officers;
- b. Know the procedure;
- c. Fulfill their mandate; and
- d. Vote in their presence.

**B.2.3.** The Referendum Officer will, among other things, prepare the lists, the ballot boxes, and documentation for the deputy returning officers, as well as the ballots, reserve the tables and ask for permission to use the premises.

**B.2.4.** For the ratification of a new Collective Agreement, the Referendum Officer must authorize, by signing them, the texts of the memorandum of agreement to be put on the deputy returning officers' table for the members to consult.

**B.2.5.** For a consultation referendum, no document is to be kept within ten (10) meters of the polling stations.

**B.2.6.** Only the Referendum Officer and the deputy returning officers have access to the list of members and the list of additions.

### **B.3. BUDGET FOR THE REFERENDUM**

**B.3.1.** CUPE 2626 will pay for the expenses incurred by the Referendum Officer related the conduct of the referendum to a maximum determined by the EB in advance.

**B.3.1.1.** The unspent sums from that budget, if any, will be returned to the Secretary-Treasurer, along with the receipts (mandatory).

### **B.4. POLLING STATIONS**

**B.4.1.** The polling stations will be located, at minimum, in the following locations: University Centre and Roger-Guindon Hall.

**B.4.2.** The ballot boxes will be on the table, in front of the deputy returning officers.

**B.4.3.** The ballot boxes must be sealed at the end of each day of the Referendum by the deputy returning officers present at that moment.

### **B.5. BALLOTS**

**B.5.1.** On each ballot, there will be only one bilingual question, first in French, then in English; there will also be only one box for each possible response ("yes" and "no").

**B.5.2.** If there is more than one question, there will be a different colour ballot for each question.

### **B.6. OATH OF REFERENDUM**

**B.6.1.** The Referendum Officer must take the oath of Referendum as stated in Article 19.4 of the present Constitution, in front of the decision-making body or bodies that requested that a Referendum be held.

**B.6.2.** Only those members who have taken their oath of Referendum in front of the Referendum Officer can work as deputy returning officers.

## **B.7. PROCEDURE TO FOLLOW AT THE POLLING STATIONS**

### **B.7.1. GENERAL CLAUSES**

**B.7.1.1.** Only the deputy returning officers and the Referendum Officer have access to the list of members and the list of additions.

**B.7.1.2.** The ballot box, the list of members, the list of additions and the ballots must never be left unattended.

### **B.7.2. PROCEDURE TO FOLLOW BEFORE GIVING A BALLOT**

**B.7.2.1.** No ballot will be given out to anyone before the time at which the polling stations officially open.

**B.7.2.2.** No ballot will be given out to anyone after the time at which the polling stations officially close.

**B.7.2.3.** Before giving a ballot to anyone, the deputy returning officers must:

- a. Ask for at least one piece of photo identification (student card or others);
- b. Make sure that the person's name appears on the list of members;
- c. Strikeout that name from the list, circle with a pen the employee number and put their initials at the end of that line;
- d. Take a ballot and put their initials at the back of it;
- e. Give the ballot to the voter.

**B.7.2.4.** If the name of the voter does not appear on the list of members, the deputy returning officers must:

- a. Ask for a valid copy of the member's contract or for a recent pay stub;
- b. Write down the following information on a list of added members: employee number, name of the employee, department, job classification;
- c. Take a ballot and write their initials at the back of it;
- d. Give the ballot to the voter.

**B.7.3.** Deputy returning officers must not answer questions pertaining to the referendum question(s). If members want more information, they must refer to the

documentation at their disposal or to the CUPE 2626 website, ask a union officer who is not working at the polling station or get in touch with the referendum officer.

**B.7.4.** At the end of the day, deputy returning officers must:

- a. Seal the ballot boxes and sign the seals; and
- b. Count the number of ballots remaining, put them back to the envelope provided for that purpose, write the number of ballots contained in it, the location of the polling station and sign the seals.

## **APPENDIX C.**

# **ELECTION PROCEDURE**

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**C.1.** Nomination There will be two (2) periods of nomination: a. The first one (NP1), beginning when the GA is called and ending at 11:59 p.m. on the day preceding the GA, is for members who cannot attend the GA but who wish to run for one of the positions; and b. The second one (NP2), taking place at the GA, is for members who wish to run for one of the positions and who will attend the GA.

### **C.2. PROCEDURE FOR A NP1**

Any member in good standing who wishes to run for a given position but who cannot attend the GA will hand or email a letter of intention to that effect to the President of Assembly which includes the following information:

- a. Their name, their employee number and their signature;
- b. Their phone number and their email;
- c. The title of the position they wish to run for;
- d. Their Degree of Functionality in official languages;
- e. The name, the employee number, and the signature of five (5) members in good standing supporting their nomination (a member may nominate or support the nomination of only one person per position);
- f. A document of one (1) page in length maximum, or two (2) pages if written in both official languages, in which they introduce themselves and present their electoral platform.

### **C.3. PROCEDURE FOR A NP2**

**C.3.1.** A nomination will be presented as a formal motion and must be seconded.

**C.3.2.** A member may nominate or second the nomination of only one person per position.

### **C.4. PROCEDURE FOR HOLDING ELECTIONS**

**C.4.1.** The President of Assembly will briefly explain the election procedure to the GA.



**C.4.2.** The positions will be filled in the following order, with elections to be held only to be held for those posts which are vacant, or which are scheduled for election, as applicable under art. 11:

- a. President;
- b. Vice-President;
- c. Secretary-Treasurer;
- d. Chief Steward Francophone;
- e. Chief Steward Anglophone;
- f. Recording Secretary;
- g. Equity and Education Officer;
- h. Health and Safety Officer;
- i. Liaison Officer;
- j. President of Assembly;
- k. Chair of the Bargaining Committee (in appropriate years);
- l. Members of the Bargaining Committee (in appropriate years);
- m. Regular Member in Good Standing of CUPE 2626 on the GC; and
- n. Trustees.

**C.4.3.** For each of the positions, the election will proceed in the following order:

- a. Presentation by the President of Assembly or by a person they delegate this task, of the description of responsibilities, requirements, and honoraria of the position;
- b. Presentation by the President of Assembly of the nominations submitted during NP1;
- c. Opening of the second period of nomination (NP2);
- d. Closing of the second period of nomination, after three consecutive calls for nominations without any proposed nomination;
- e. If there is more than one nomination, the President of Assembly will ask, in the reverse order of which nominations were received, whether the candidates accept their nomination and if they fulfill the requirements of the position, thus eliminating those who refuse their nomination or do not fulfill the requirements of the position;
- f. In the case where only one nomination is proposed and accepted for a position and where the candidate fulfills the requirements of the

position they are running for, the candidate will be elected by acclamation;

- g. If more than one nomination is proposed and accepted for a position, there will be elections;
- h. All the candidates must take the oath of election stipulated in the Article 19.2 of the present Bylaws;
- i. Reading of the letters of intention and presentation by the candidates (three minutes each);
- j. Question period (five minutes);
- k. Vote by secret ballot;
- l. Divulcation of the results.

**C.4.4.** Members of the GA then proceed to fill the next vacant position.

**C.4.5.** A candidate must obtain a majority of votes cast, i.e., at least 50% plus 1, to be declared elected. When no candidate obtains a majority, the candidate receiving the fewest votes will be dropped and a second ballot taken. The process will continue until one candidate has obtained a majority. When more than one office is to be filled on one ballot, a candidate must obtain a majority to be declared elected. If run-off elections are required, the Chairperson will, after each vote, declare which candidates, if any, have been elected, declare which candidate must withdraw as a result of receiving the fewest votes, and state how many positions remain to be filled on the next ballot.

**C.4.6.** When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

**C.4.7.** A member in attendance who was running for a position but who has not been elected may run for another position.

**C.4.8.** Once the elections are over, all the elected members must take to the oath of office stipulated in Article 19.1 of the present Bylaws.

## **C.5. BALLOT**

**C.5.1.** Each ballot must be stamped by the President of Assembly prior to the GA.

**C.5.2.** Each member has the right to one vote per position.

## **C.6. OTHER PROVISIONS**

**C.6.1.** If, by lack of quorum, the GA is not held, the GA will be immediately converted into a special SC meeting as per 6.1.5 to hold elections by interim. The procedure to follow will be the same as that stipulated in sections C.1, C.2, C.3 and C.4 of the present Appendix. Should an insufficient number of stewards be present, or should there be no qualified candidates for a position, the procedures for vacancies outlined in 11.3 will be followed.

**C.6.2.** The newly elected officers will remain in office until the next GA at which a by-election will be held, as per articles 11.3.4 and 11.3.5.

**C.6.3.** If elections are not held before the beginning of the new mandate, the mandate of the officers in office will automatically be extended to give the new officers a two-week transition period.

**C.6.4.** The newly elected officers will take office two (2) weeks after their election. They will start to receive honoraria only once they are officially in office.

**C.6.5.** The officers whose mandate has been extended will receive honoraria during that period.

## **APPENDIX D.**

# **CONFIDENTIALITY**

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### **D.1. DEFINITIONS**

**D.1.1.** Subject to Article 12.1, all documents, discussions, actions, ideas or information are considered confidential if they:

- a. Are discussed or presented during an *in camera* session;
- b. May affect prejudicially the private life of a member, a CUPE 2626 officer or employee, and it has been recommended and adopted that their discussion be held *in camera*;
- c. May not be disclosed at this time; or
- d. Are discussed or presented during a Grievance Committee meeting.

**D.1.2.** The following are also considered confidential:

- a. A complaint or a grievance by a member;
- b. The information from the complainant;
- c. All information regarding the identity of the complainant, such as their name, department, personal information, and the name of the persons involved.

**D.2.** All elected officers, appointed officers and employees of CUPE 2626 must sign the oath of confidentiality and non-disclosure agreement form before beginning their mandate.

### **D.3. GENERAL PROVISIONS**

#### **D.3.1. THE GRIEVANCE COMMITTEE (GC)**

**D.3.1.1.** All GC members must take the oath of confidentiality.

**D.3.1.2.** All GC members must, through the oath of confidentiality, be sworn to secrecy with respect to the content of discussions, documents, complaints and grievances, as well as to the names of the persons involved in the grievance or who are the reason for the grievance, for as long as deemed necessary.

**D.3.1.3.** Subject to section D.3.2, any document produced or received by the GC must be filed in the CUPE 2626 archives.

**D.3.1.4.** Any complaint received by an EB member or a steward, which may lead to a grievance, must be referred to the Chief Stewards first, then to the Vice-President. It is understood that this information will remain confidential.

### **D.3.2. ARCHIVES AND LIMITED ACCESS TO DOCUMENTS**

**D.3.2.1.** Any document, the content of which will remain confidential, will be archived as such in a filing cabinet with limited access.

**D.3.2.2.** Only the Vice-President and the Union Coordinator will have a key for the filing cabinets with limited access in which are filed any document produced or received by the GC.

**D.3.2.3.** Only the GC members have access to the filing cabinets with limited access in which are filed the documents produced or received by the GC.

**D.3.2.4.** Only the President and the Union Coordinator have a key for the filing cabinets with limited access in which are filed all other documents not specified section D.3.1.2.

**D.3.2.5.** Only the members of the EB, the BC or of an *Ad hoc* committee may, after having taken the oath of confidentiality in front of the President and having received a written authorization from the President or their replacement, have access to the filing cabinets with limited access in which are filed all other documents not specified section D.3.1.2.

**D.3.2.6.** Any document concerning grievances or complaints lodged, as well letters sent by mail or email, must be photocopied and filed in a filing cabinet reserved for this purpose.

**D.3.2.7.** The National Representative of CUPE is allowed access to CUPE 2626 documents for the purpose of fair representation.

## **APPENDIX E.**

# **DEVELOPMENT OF THE BARGAINING MANDATE**

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**E.1.** The development of the bargaining mandate is a preliminary work which, once completed, will be recommended to the AGA for adoption.

**E.1.1.** The preliminary work will start in June of the year preceding the one during which the Collective Agreement ends.

**E.1.2.** The CUPE representative assigned to our Local must be informed that the process of developing a new bargaining mandate has started.

**E.2.** The EB will be in charge of developing the bargaining mandate.

### **E.3. PRELIMINARY WORK**

**E.3.1.** The preliminary work will be accomplished over a maximum of eight (8) months.

**E.3.2.** The preliminary work is divided into three (3) parts: a. Gathering of documents and data; b. Compilation, analysis, and comparison of documents and data; and c. Presentation of the report and recommendation to the AGA.

#### **E.3.3. GATHERING OF DOCUMENTS AND DATA**

**E.3.3.1.** The first part of the preliminary work consists in gathering:

- a. Requests, needs, concerns, problems, or other types of information from the members through the stewards, the SC, the Web page and the newsletter. This task will be performed by means of surveys, information booths, and consultations with departments and units;
- b. Copies of recent collective agreements of other unions similar to CUPE 2626;
- c. Relevant documentation from CUPE;
- d. Recommendations of previous Bargaining Committees.

**E.3.3.2.** Once the preliminary work is completed, all surveys, data, documentation, and recommendations will be sent to the EB for the purpose of compilation and analysis.

#### **E.3.4. COMPILATION, ANALYSIS, AND COMPARISON OF DOCUMENTATION AND DATA**

**E.3.4.1.** The second part of the preliminary work consists in:

- a. Compiling and sorting the data gathered;
- b. Sorting and reading the documentation received;
- c. Comparing the present collective agreement with those of other CUPE Locals or unions comparable to ours, as well as with the recommendations of the Bargaining Committees;
- d. Analyzing data and documentation;
- e. Establishing a list of priorities among the legitimate requests of the members;
- f. Writing a first version of the preliminary work which includes a series of recommendations.

**E.3.4.2.** The first version of the preliminary work report will be submitted to the CUPE representative assigned to our Local.

**E.3.4.3.** The recommendations of the CUPE representative assigned to our Local will be integrated to the final version of the preliminary work report.

**E.3.4.4.** The final preliminary work report will be presented to the members at the AGA.

#### **E.3.5. PRESENTATION OF THE REPORT AND RECOMMENDATION TO THE AGA**

**E.3.5.1.** The final report must include one of the following recommendations:

- a. “On the basis of the documentation and data gathered, their analysis and the recommendations of the CUPE representative assigned to our Local, it is recommended to the AGA to renew the present Collective Agreement as it is for one more year”; or
- b. “On the basis of the documentation and data gathered, their analysis and the recommendations of the CUPE representative assigned to our Local, it is recommended that the AGA elect or nominate a BC to go to the bargaining table with the Employer to negotiate and/or modify certain parts of the present Collective Agreement, as defined in the present report”.

**E.3.5.2.** The AGA must declare itself for or against the recommendation of the final preliminary work report specified in section E.3.5.1.

**E.3.5.3.** In the case where the recommendation specified in section E.3.5.1.a is:

- a. Adopted by the AGA, the President of CUPE 2626 will, on behalf of CUPE 2626, communicate in writing within the three (3) months preceding the end of the Collective Agreement their intention to renew the present Collective Agreement; or
- b. Rejected by the AGA, the President of CUPE 2626 will, on behalf of CUPE 2626, communicate in writing within the three (3) months preceding the end of the Collective Agreement their intention to terminate it.

**E.3.5.4.** In the case where the recommendation specified in section E.3.5.1.b is:

- a. Adopted by the AGA, the President of CUPE 2626 will, on behalf of CUPE 2626, communicate in writing within the three (3) months preceding the end of the Collective Agreement their intention to terminate it; or
- b. Rejected by the AGA, the President of CUPE 2626 will, on behalf of CUPE 2626, communicate in writing within the three (3) months preceding the end of the Collective Agreement their intention to renew the present Collective Agreement.

**E.3.5.5.** In the event stipulated in section E.3.5.3.b, the final preliminary work report will become, for the BC, a work document to which directives from the AGA will be added.

**E.3.5.6.** In the event stipulated in section E.3.5.4.a, the final preliminary work report will become the mandate of the BC.

### **E.3.6. OTHER PROVISIONS**

**E.3.6.1.** Notwithstanding the directives stipulated in sections E.3.5.3.a and E.3.5.4.b, if the Employer informs us within the three (3) months preceding the end of the Collective Agreement of their intention to renegotiate in whole or in part the Collective Agreement, the final preliminary work report will become the mandate of the BC.

**E.3.6.2.** Within three (3) months of being informed of the Employer's intention to renegotiate in whole or in part the Collective Agreement, a RGA will be called to confirm the mandate of the BC.