

# Canadian Union of Public Employees Syndicat Canadien de la fonction publique LOCAL 1615

# CUPE 1615 By-laws

2019

#### **PREAMBLE**

In order to improve the social and economic welfare of its members without regard to age, physical and/or mental disability, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, membership or activity in any Union, to promote efficiency in public employment and to manifest its beliefs in the value of unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

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

#### Section 1 - NAME

1.1 The name of this Local shall be: Canadian Union of Public -Employees, Local 1615 (Memorial University of Newfoundland).

#### **Section 2 - OBJECTIVES**

- 2.1 The objectives of the Local are to:
- (a) secure adequate remuneration for work performed and generally advance the economic and social welfare of all its members and all workers;
- (b) support the Canadian Union of Public Employees in reaching the objectives set out in Article II of the CUPE Constitution;
- (c) provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) encourage the settlement by negotiation and mediation of all disputes between the members and the employer.

#### **Section 3 - INTERPRETATION AND DEFINITIONS**

- 3.1 Masculine and feminine pronouns have been replaced with gender-free pronouns.
- 3.2 The article references at the end of some sections and/or sub-sections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these By-laws.
- 3.3 National Office refers to CUPE headquarters, Ottawa, and the abbreviation "CUPE" is always used with a national connotation, unless stated otherwise.

#### Section 4 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL

- 4.1 Regular membership meetings shall be held once a month from September to May at a time, date and place as set by the Executive Board at least one month before the meeting date.
- 4.2 For all membership meetings efforts will be made to establish a-link between the members of St. John's and Corner Brook. In the event that a link cannot be established the meeting in St. John's will proceed and the members of Corner Brook will hold an information session at a later date.
- 4.3 Commencing January 2002, the Annual General Meeting will become a Biennial General Meeting at which time the election of officers shall take place. All other committees shall be elected at the next regular monthly meeting following the Biennial General Meeting.
- 4.4 Special membership meetings may be ordered by the Executive Board or requested in writing by not fewer than 25 members. When presented with such a request the President shall call a special meeting within 14 calendar days and shall see that all members receive at least 48 hours notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
  - (a) A quorum for the transaction of business at any regular meeting shall be 15 and at any special meeting shall be 25, including three members of the Executive Board for each.
  - (b) In the event of no quorum, members who have signed the roll book shall be deemed as having attended a regular meeting for the purposes of eligibility for election to executive positions and schools, conventions, etc.
  - (c) In the event of no quorum for a regular membership meeting or special meeting, the Executive Board shall have the power to appoint delegates to conventions, schools, seminars, etc.; also to vote contributions to strike appeals and charity. All subsequent decisions shall be reported back for ratification at the next regular monthly meeting.
- 4.5 Members, in good standing, who regularly attend general monthly meetings who, at times, are prohibited from attending a meeting can request to be marked as 'present'. This request must be made 3 days prior to a membership meeting. Such requests will be subject to approval by the Executive Board. If the member's request is approved, it will not count towards quorum.

- 4.6 The order of business at regular membership meetings is as follows:
  - 1. Roll call of officers.
  - 2. Equality statement
  - 3. Reading of Minutes of Previous Meeting.
  - 4. Matters arising out of the Minutes.
  - 5. Treasurer's Report.
  - 6. Communications and Bills.
  - 7. Executive Board Report.
  - 8. President's Report
  - 9. Reports of Committees and Delegates.
  - 10. Nominations, Elections or Installations.
  - 11. Unfinished Business.
  - 12. New business.
  - 13. Good of the Union.
  - 14. Adjournment.

(Article B.6.1)

4.7 Pending sufficient funds in the Local's operating/chequing account, the Local shall provide supper to members at general monthly and special meetings scheduled between 5:00pm – 6:30pm.

#### Section 5 - VOTING OF FUNDS

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

# **Section 6 - OFFICERS**

- 6.1 The officers of the Local shall be the President, First Vice-President, Second Vice-President, Third Vice-President (Corner Brook, Campus), Secretary-Treasurer, Recording Secretary, three (3) Trustees and a Membership Officer. (Article B.2.1 & B2.2.)
- 6.2 Executive Board members who are required to meet (as per section 7.2) after regularly scheduled working hours will receive a per diem of \$17.50 for supper. No per diems will be given for lunch (Mon Fri 12-2pm) meetings.
- 6.3 Trustees who are required to meet outside regularly scheduled working hours, in fulfilment of their duties (as per Section 8.9) will receive a per diem of \$17.50 for lunches and/or suppers. No per diems will be given for lunch hour (Mon Fri 12-2pm) meetings.

#### Section 7 - EXECUTIVE BOARD

7.1 The Executive Board (Board) shall comprise all Officers, except the Trustees. The immediate Past President shall be invited to all Board meetings for the first year after their term has ended to share their experience with the Board. The immediate Past President shall be afforded voice with no vote at Board meetings.

(Article B.2.2)

- 7.2 (a) The Executive Board shall meet at least once every month and where feasible the Third Vice-President (Corner Brook) shall be included by speaker phone.
  - (b) A majority of the Board constitutes a quorum.
- 7.3 The Executive Officers shall hold the title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having such proposition approved.
- 7.4 The Board shall do the work delegated to it by the Local and deal with all grievances of members as submitted to the Board in the reports of the Grievance Committee. The Board shall be held responsible for the proper and effective functioning of the Grievance Committee.
- 7.5 All charges against members or officers must be made in writing and submitted to the Board, whose decision shall be final, unless an appeal be made to the Local as a whole, which appeal must be made within thirty days after a decision has been rendered. Any trials held under the provisions of these By-Laws shall be carried out in accordance with the provisions of the CUPE Constitution, Appendix "B" Articles B.11.1 to B.11.5.
- 7.6 Should any Board member fail to answer the roll-call for three (3) consecutive regular membership meetings or three (3) consecutive regular Board meetings without having submitted good reasons for those failures, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Article B.2.5)

#### **SECTION 8 – DUTIES OF OFFICERS**

All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of office.

All signing Officers of Local 1615 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

8.1 The President shall:

- (a) enforce the CUPE Constitution and these By-Laws;
- (b) preside at all membership meetings and preserve order;
- (c) decide all questions of order and procedure (subject always to appeal of the membership);
- (d) have a vote on all matters (except appeals against their rulings) and in case of a tie vote in any matters, have the right to cast the deciding vote;
- (e) enforce Board or membership decisions
- (f) ensure that all officers perform their assigned duties;
- (g) fill committee vacancies where elections are not provided for;
- (h) introduce new members;
- (i) ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- (j) (or their delegate) attend at least one regular or special membership meeting at Grenfell Campus annually;
- (k) have first preference as a delegate to all Conventions, conferences, and week-long schools;
- (I) liaise with the Third Vice-President (Corner Brook, Grenfell Campus) on a regular basis.
- (m) be an ex-officio member to all Local Committees.
- (n) Keep a daily diary of activities
- (o) Report on activities at every general monthly and executive meeting.
- (p) act as chief shop steward and chair of the grievance committee.

  (Article B.3.1)

#### 8.2 The First Vice-President shall:

- (a) If the President is absent for 10 working days or more the First Vice-President shall be assigned, pending Departmental approval, as President with all accompanying compensation, perform all duties of the President. For any leave less than 10 days the President's duties will be performed without compensation.
- (b) if the office of President becomes vacant, become President of the Local;

- (c) be chairperson at Executive Board meetings:
- (d) act as the third signing authority on all bank accounts, term deposits and other investment certificates held by the Local;
- (e) render assistance to any member of the Board as directed by the Board.
  (Article B.3.2)

#### 8.3 The Second Vice-President shall:

- (a) if the President and First Vice-President are absent or incapacitated, perform all duties of the President and/or First Vice-President;
- (b) if the office of First Vice-President falls vacant, become First Vice-President. If the offices of President and First Vice-President fall vacant at the same time, become acting President until a new President is elected;
- (c) be chairperson at Executive Board meetings if the First Vice-President is absent;
- (d) assist the Secretary-Treasurer and the Membership Officer in recording attendance at membership meetings;
- (e) render assistance to any member of the Board as directed by the Board.
- 8.4 The Third Vice-President (Corner Brook, Grenfell Campus) shall:
  - (a) be responsible for the overall affairs of the area and liaise with the other members of the Executive Board (St. John's);
  - (b) be Chairperson of the Grenfell Campus Administrative Committee;
  - (c) be responsible for all monies disbursed to the Grenfell Campus Administrative Committee.

# 8.5 The Secretary-Treasurer shall:

- (a) receive all revenues, initiation fees, dues and assessments, keep a record of each member's payments, and deposit promptly all money with a bank or credit union;
- (b) prepare all CUPE per capita tax forms and remit payment;
- (c) record all transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- (d) be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer. Bonding shall be arranged through the master bond held by the National Office;

- (e) regularly make a full financial report to meetings of the Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- (f) pay no money unless supported by voucher duly signed by the President or the First Vice-President, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- (g) shall make a written year-end financial report to the regular monthly membership meeting held in the month of September\_each year. Such report shall include a summary of all income received and expenses paid in the year ending March 31. The report shall also include a summary of all accounts, term deposits and other investment certificates held by Local 1615:
- (h) make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited annually;
- (i) provide the Trustees with the information as outlined in Section 8.9 of these by-laws so that they may complete their annual audit;
- (j) be empowered, with the approval of the Executive Board, to employ necessary clerical assistance to be paid for out of the Local's funds;
- (k) in consultation with the Membership Officer, maintain an up to date membership list which shall include an attendance record of members attending meetings of the Local.
- (I) apply in writing to the Director of Human Resources for all "Time Off For Union Business" under Article 18 of the Collective Agreement between the Local and Memorial University of Newfoundland. It shall be the duty of the Secretary- Treasurer to keep the Board and the membership informed of the time left owing to the Local under Article 18 in a given year. In years where the Local uses more union leave than that afforded to it by Article 18, the Secretary-Treasurer shall inform the Board and membership as soon as possible. A list shall also be maintained detailing the members who have been approved for "Time Off For Union Business" and the reasons for such. A copy of this list shall be provided to the Trustees, upon request so that they may complete their audit;
- (m) Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution. Local Union bylaws or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- (n) Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records supporting documents for all income received by the Local Union.

(o) Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.

(Article B.3.4-3.8)

# 8.6 The Recording Secretary shall:

- (a) keep full and accurate account of the proceedings of all membership and Board meetings. Each record of proceedings shall include a copy of the full financial report presented by the Secretary-Treasurer;
- (b) record all motions, with the mover's and seconder's names, in the minutes and maintain a separate file of motions in the Local's union office;
- (c) record all amendments to the By-Laws;
- upon reasonable notice from the auditors and/or trustees provide copies of minutes of all membership and Board meetings;
- (e) on termination of office, surrender all books, seals and other properties of the Local to their successor:
- (f) preside over membership and board meetings in the absence of both the President and Vice-Presidents;
- (g) be empowered, with the approval of the Executive Board, to employ necessary stenographic or other assistance to be paid for out of the Local's funds.
- (h) Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.

(Article B.3.3)

# 8.7 The Membership Officer shall:

- (a) guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present;
- (b) assist the Second Vice-President and Secretary-Treasurer in maintaining the record of membership attendance at meetings;

- (c) examine the credentials of all those present at membership meetings, report to the Chairperson and allow no one without credentials to remain;
- (d) perform such other duties as may be assigned by the Board from time to time.

#### 8.8 The Trustees shall:

- (a) act as an auditing committee and audit all books and accounts of the Local on an annual\_basis between the months of May and August each year, to this end the Trustee committee shall be provided with the following:
  - all ledgers used during the period covered by the audit
  - all supporting documents, authorizations, invoices and/or vouchers for every disbursement made during the period
  - all cheque stubs for cheques written during the period
  - all minutes of Board and Membership meetings
  - list of all schools, conferences, conventions and any other "educationals" approved during the period and the members who have attended
  - list of members who have retired during the period and gifts presented
  - list of donations made and flowers sent by the CUPE Cares Committee during the period
  - list of award winners and the names of their parents or spouses (if applicable)
  - list of the members who have been approved for "Time Off For Union Business" and reasons for such
  - list of Local members who serve on CUPE National and CUPE Newfoundland and Labrador committees or executives and the expenses they have received from the Local in compliance with Section 18.4 of these by-laws
- inspect or examine once a year any stocks, bonds, securities, office furniture and equipment, titles or deeds to property that may at any time be owned by the Local;
- (c) at the completion of an audit, the Trustees shall submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's funds, records and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner;
- (d) report their findings in writing to the first membership meeting following the completion of each audit. The report shall comment on the condition of all funds, accounts, and property owned by the Local. The report will also include a copy of their recommendations and/or concerns submitted to the Secretary-Treasurer, and the Secretary-Treasurer's written response;

- (e) be responsible to ensure that monies have been paid with proper constitutional, membership or Board authorization;
- (f) ensure the Secretary-Treasurer has made written financial reports to each regular membership meeting, detailing all income and expenditures for the period covered by the audit;
- (g) Send to the National Secretary-Treasurer, the assigned CUPE National Rep to the Local and the Local's President and Secretary-Treasurer: (1) a copy of their completed audit report (on the prescribed forms provided by the National Secretary-Treasurer; (2) a copy of their report to the Local membership as per the CUPE National guidelines (B.3.12(b)); (3) a copy of their recommendations and/or concerns containing a response from the Local's Secretary-Treasurer.
- (h) Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, Recording Secretary and the committees at least once every calendar year.

(Article B.3.10-3.13)

# **Section 9 –INCIDENTALS**

- 9.1 The position of President shall be a paid full-time position on Band 10.The President will be placed on Band 10 as per our Collective Agreement, Section 21.12. Appendix b-1 shall also apply
- 9.2 All unpaid members of the Executive Board shall receive a payment for incidentals and shall be paid at the following rates. The intent of this clause is to prepare for the event where any paid positions are no longer full time paid.

President -\$500.00 per annum
3 Vice-Presidents -\$250.00 per annum
Membership Officer -\$250.00 per annum
Secretary-Treasurer -\$400.00 per annum
Recording Secretary -\$400.00 per annum

9.3 Incidentals will be paid each December and is paid on a pro-rated basis for the months an executive member has served in the preceding 12 months.

# Section 10 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

# 10.1 Nomination

(a) To be eligible for nomination a member shall have attended at least 50% of the regular membership meetings held in the previous twelve months

- or in the period they were a member, if less than a year. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting their consent in writing, duly witnessed by another member.
- (b) Nomination for President, First and Second Vice-Presidents, Secretary-Treasurer, Recording Secretary, and Membership Officer shall be restricted to St. John's members. Nomination for the Third Vice-President (Corner Brook, Grenfell Campus) shall be restricted to Corner Brook members. Trustees may be nominated from either St. John's or Corner Brook members.

#### 10.2 Elections

- (a) Prior to the Biennial General Meeting the Executive Board shall appoint a Presiding Officer, who will be subject to the approval of the meeting. The Presiding Officer will have full responsibility for voting arrangements and shall treat all information submitted to them as confidential.
- (b) The Executive Board shall determine the form of the ballot and ensure that sufficient quantities of ballots are made available in good time to the Presiding Officer.
- (c) The Presiding Officer shall appoint two scrutineers to assist in the issuing, collecting and counting of ballots. Neither the Presiding Officer nor the scrutineers shall be an officer of the Local or a candidate for office. They must be scrupulously fair and impartial and see that all arrangements are unquestionably democratic.
- (d) The voting shall take place at the Biennial General meeting in January on even years. No person shall be allowed in or out of the Election Hall once the scrutineers have begun to distribute ballots. Members shall be able to leave or enter the Election Hall once the ballots have been collected. The vote shall be by secret ballot.
- (e) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- (f) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event a tie vote persists, subsequent ballots may be deferred to the next membership meeting.

(Article 2.3)

- (g) Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 4.4(a).
- (h) 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.

#### 10.3 Installation

(a) All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for two years or until a successor has been elected and installed provided, however, that no term of office shall be longer than three years. However, the terms of office for Trustees shall be as laid down in Article B.3.10 of the CUPE Constitution.

(Article B.2.4)

(b)	Upon completion of the election, the newly elected officers and executive
	board members shall come forward and clearly and audibly speak the
	following lines to the assembled delegates:

"I \_\_\_\_\_\_, 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 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."

# 10.4 By-Elections

- (a) Should any office fall vacant pursuant to Section 7.6 of these By-Laws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.
- (b) Should the office of President become vacant the First Vice-President shall automatically become the President of the Local. The Second Vice-President shall automatically become the First Vice-President. An election shall be held to fill the post of Second Vice-President.

# Section 11 - FEES, DUES AND ASSESSMENTS

# 11.1 Initiation Fee

New members shall be required to pay an initiation fee of \$2.50 in addition to their first dues payment. Initiation fees shall be deducted in the same fashion as monthly dues.

(Article B.4.1 & B.8.2.)

# 11.2 Monthly Dues

The monthly dues shall be 1.5 percent of a member's gross salary, effective June 15, 1998.

(Article B.4.3)

# 11.3 Re-admittance Fee

- (a) The re-admittance fee shall be \$2.50.
- (b) In cases of members who are periodically unemployed and/or absent from the Local, the re-admittance fee shall only be levied if their absence from the membership equals or is greater than 24 consecutive months.

  (Article B.4.1-4.2)
- 11.4 Changes to11.1, 11.2, 11.3 or the levying of any special assessment, can be affected only by following the procedure for amendment of these By-Laws (Section 20).

(Article B.4.3.)

11.5 Notwithstanding the above provisions, if the Biennial Convention of the Canadian Union of Public Employees changes the Per Capita Tax or institutes additional levies above the level herein established, these By-Laws will be deemed to have been automatically amended to conform to the new CUPE minima.

(Article 4.2.)

#### Section 12 - NON-PAYMENT OF DUES AND ASSESSMENTS

- 12.1 A member unemployed or unable to work because of sickness shall not be required to pay their arrears.
- 12.2 Members unemployed for a period greater than 24 months shall be required to pay the re-admittance fee.

# Section 13 - DELEGATES TO CONFERENCES, CONVENTIONS, SCHOOLS AND SEMINARS

13.1 Except for the President's option, Section 8(a), all delegates to conferences, conventions, schools and seminars shall be chosen by election at membership meetings and the decision of the membership shall be final. To be eligible to attend conferences, conventions, schools and seminars a member shall be in good standing. If a member cannot attend the meeting, they shall indicate in

writing to the Education Committee prior to the meeting their willingness to stand. Interested members will be given an opportunity, if they so wish, to summarize their current union activity and involvement.

13.2

- (a) All St. John's CUPE weekend schools shall be open to all St. John's members who have not done the course within the last 2 years (or less, if there have been considerable changes to the course). Consideration will be given to granting permission for Corner Brook members to attend the St. John's course if the course will not be offered within a year in Corner Brook.
- (b) All Corner Brook CUPE weekend schools shall be open to all Corner Brook members who have not done the course within the last 2 years (or less, if there have been considerable changes to the course). Consideration will be given to granting permission for St. John's members to attend the Corner Brook course if the course will not be offered within a year in St. John's.
- (c) CUPE Weeklong Schools members attending CUPE Weeklong schools must have been active in the union over the past year The member must have attended a minimum of 50% or 5 of the 9 general monthly meetings during the past 12 months to be eligible.
- (d) Conferences members attending conferences must be active in the union over the past year and they must have attended at least 50% or 5 of the 9 general monthly meetings during the past 12 months to be eligible. Preference will be given to Executive and Committee members wishing to attend a conference on issues relevant to their activity in the local.
- (e) Conventions (other than the CUPE National Biennial Convention) members attending conventions must have been active in the union over the past and must have attended 50% or 5 of the 9 general monthly meetings during the past 12 months.
- (f) CUPE National Biennial Convention attendance as credentialed delegate shall be limited to Executive Board members, except that, when the Executive members do not fill all the credentialed delegate positions, an election may be held to fill those outstanding positions.

Furthermore, in the event a recommendation is made to send an alternate &/or guest delegate(s) to the National Convention, there shall be an election to select the member(s) to attend from the general membership. The election shall be held in accordance with Section 13.1.

13.3 The 50% meeting attendance criterion to CUPE Weeklong schools, Conferences and Conventions (not including the CUPE National Biennial Convention) may be waived upon appeal to the members attending a regular

monthly meeting. In the absence of a regular monthly meeting an appeal may be made to the Executive.

13.4 All delegates to conferences, conventions, schools and seminars shall be paid transportation expenses (at economy, tourist or coach rates); accommodation expenses and an amount equal to any loss of salary necessitated by attendance at conferences, conventions, schools or seminars.

Delegates shall also be entitled to the following amounts for out of pocket expenses (without receipts) to cover meals and incidentals;

- In town (St. John's or Corner Brook- depending on the members place of work) \$35.00/day

Where not already stated delegates will receive a per diem allowance based on National's breakdown of breakfast, lunch, and supper.

- 13.5 All delegates elected to conferences, conventions, schools and seminars where the accommodation and meals are included with the registration fee, shall be entitled to \$35.00 per day to cover out of pocket expenses (without receipts) and compensation for any loss of salary necessitated by attendance at the conference, convention, school or seminar.
- 13.6 Any legitimate costs incurred by a delegate while attending conferences, conventions, schools, or seminars on behalf of Local 1615 will be reimbursed only after providing receipts to the Secretary-Treasurer. If receipts are not provided, the individual member will incur the cost.
- 13.7 All delegates who attend conferences, conventions, schools and seminars at the Local's expense shall, within thirty (30) days, of their return, submit a signed, written report to the Executive Board, who shall have it published in the Newsletter and/or on the Local's website. Where two or more delegates attend the same event, they may submit a joint report. Reports may also be read at a regular membership meeting. Failure to provide such reports may prejudice future attendance at such functions.

# **Section 14 - COMMITTEES**

# 14.1 Negotiating Committee

- (a) The Committee is selected at a membership meeting at least six (6) months prior to the expiry of the Local's collective agreement and automatically disbanded when a new collective agreement has been signed.
- (b) The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement.

- (c) The Executive Board shall issue the notice for the election of the Committee. The notice for election will be published in the Local's newsletter and posted on its web site. The election may take place during a regular monthly meeting or at a special meeting called for that purpose.
- (d) The Committee shall consist of seven members (six members from St. John's and one member from Corner Brook), all elected at a membership meeting. All reasonable efforts will be made to enable the Corner Brook representative to participate in Negotiating Committee meetings and discussions, and actual negotiation sessions with the Employer. From its members the Committee shall elect a Chair and Secretary. The CUPE representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.
- (e) All Committee members will have attended CUPE Bargaining Committee training prior to negotiations. If the CUPE Bargaining Committee training is not available in a timely manner then other forms of training will suffice. All training will be arranged by the Education Committee as approved by the Executive Board and follow the standard practices the Local uses for sending members to attend training.
- (f) The first task of the newly elected Committee shall be to issue a call for proposals. This call for proposals shall be published in the Local's newsletter and posted on its web site.
- (g) Well in advance of the first bargaining session between the Committee and the Employer, a special meeting will be scheduled with the membership to discuss the Committee's list of proposals. If any previously submitted proposal is not included in this package, the Committee can be requested to explain their rationale for its exclusion. Any member wishing to have an excluded proposal included in the Committee's list of proposals may make a formal motion and those attending that meeting shall decide by majority vote. At this special meeting, discussion and debate will also be permitted concerning monetary issues. However, the Committee shall have the privilege of non-disclosure of its monetary final proposals.
- (h) During the course of negotiations it is the Committee's duty to report back to the membership regarding the progress of negotiations. Whether information on a specific issue can be reported back will depend on the speed at which negotiations are progressing and the complexity of the issue. However, the committee will be guided by their duty to report to the membership and the membership's right to be aware of all information.

(i) The Negotiating Committee shall be entitled to a per diem of \$35 per day when meeting with the Committee and/or when in negotiations with Memorial University.

# 14.2 Standing Committees

Members of each standing committee shall be elected at the regular monthly membership meeting immediately following the biennial general meeting. The term of office for standing committees shall be two (2) years. To be eligible for election to a standing committee a member shall be in good standing. The members of each committee shall elect a chairperson. The Chairperson and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. An Executive officer shall be appointed ex-officio, to each committee, to act as a liaison between the committee and the executive board. These appointments will be made at the Executive meeting following the committee elections. There shall be seven standing committees as follows:

# (a) Grievance Committee

This Committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive Board, with a copy to the CUPE Representative, and then to a membership meeting. Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants, as provided for in the collective agreement. The Committee shall be composed of the Local's shop stewards and the President, who shall be known as the chief shop steward and shall serve as the committee's chairperson. The Committee shall appoint a secretary from among its members.

# (b) Education Committee

- 1. It shall be the duty of this Committee to:
- (i) review all material received by the Local regarding schools, conferences, conventions or any other sessions that may educate the membership;
- (ii) make recommendations for all aspects of education for the Local at each monthly meeting;
- (iii) inform the executive board of its recommendations concerning education related items which, due to untimely notification, need to be dealt with before the next membership meeting. In the absence of a membership meeting the Board shall approve, amend or reject such recommendations and implement them. The executive shall report all such decisions at the next scheduled regular monthly membership meeting:
- review all education activities periodically keeping in mind the finances of the Local and the education budget, if such has been approved by the membership;

- (v) co-ordinate with the Union Development and Communications Departments of CUPE, and with the regional Education Representative, in implementing both the Local's and CUPE's educational policies and communications needs.
- 2. (i) The Committee shall be composed of five members, including at least one member from Grenfell Campus. The Committee shall appoint a secretary from among its members.
  - (ii) The secretary of the Education committee shall maintain, at all times a list of all approved conferences, conventions, schools, seminars and any other education sessions which members of the Local have attended. The list shall also contain the names of the members who attended and the location of each session. A copy of this list shall be furnished to the Recording Secretary and the Trustees committee upon request.

# (c) CUPE Cares Committee

- 1. It shall be the duty of this Committee:
- to send flowers or a fruit basket to any member who is in hospital due to illness or confined to their home due to illness for periods of two weeks or greater;
- (ii) to send flowers or a fruit basket to members celebrating the birth/adoption of a child;
- (iii) to extend the Local's condolences; (i) to the family of a deceased Local member and (ii) to a member upon the death of an immediate family member. Flowers or charitable donation in accordance with the custom or wishes of the family shall express the Local's condolences. (Immediate family members shall include stepparents and stepchildren but not grandparents, aunts, uncles or cousins). For non-immediate family members, the Local should send a card of condolence to the member and:
- (iv) to maintain a record of all gifts (flowers or otherwise) and to whom they were sent. As well a record of all charitable donations to all organizations and on whose behalf they were made.
- 2. For the purposes of this clause all floral and fruit arrangements shall be limited to \$80.00, excluding delivery charges; gifts and donations to organizations shall be limited to \$50.00.
- 3. For this Committee to fulfill its duty, it will be the responsibility of Local members to notify the Committee when one of their fellow union members is affected by either of the above situations.

# (d) Occupational Health and Safety Committee

It is the function of this committee to investigate perceived and proven violations of the Occupational Health and Safety Act for the Province of Newfoundland and Labrador. It shall perform site inspections with or without management representation, stemming Memorial's Health and Safety Director, the Joint CUPE/MUN Occupational Health and Safety committee and/or the Occupational Health and Safety Branch if necessary. It is also its function to investigate any work related accident in which a member has been involved, at the request of that member. All members of the committee will have CUPE training courses or approved outside courses as approved by the Executive Board.

#### (e) The Grenfell Campus Administrative Committee

- 1. It shall be the duty of this Committee to:
- (i) act as an advisory board to the Third Vice-President (Corner Brook, Grenfell Campus);
- (ii) accompany the Third Vice-President (Corner Brook, Grenfell Campus) to any meetings with the employer and;
- (iii) perform any other duties that are asked of it by the Third Vice-President (Corner Brook, Grenfell Campus).
- 2. This committee will consist of two members from Corner Brook, both elected at a membership meeting, and the Third Vice-President (Corner Brook, Grenfell Campus). The Third Vice-President (Corner Brook, Grenfell Campus) will be the Chairperson of this committee.

# (f) Social Committee

It is the function of this Committee to arrange and conduct all social and recreational activities of the Local either on the Committee's own initiative or as a result of decisions taken at membership meetings. The Committee shall submit reports and proposals to the Executive Board or to the membership as required. A ceiling for the Committee's net expenditures shall be fixed annually by the membership, but, other than that, all social and recreational events and activities should be self-supporting

# (g) Award Committee

- 1. It shall be the duty of this Committee to:
- (i) notify all members in a timely manner, by newsletter, listserv, and social media of the deadline for receiving applications for award;

- (ii) supply and receive award applications;
- (iii) review all applications and award ten (10) \$1,000 awards based on the criteria set forth in section 17 of these by-laws;
- (iv) notify the executive board of the ten (10) successful applicants and the name of their parent or spouse who is a member of the local one week prior to the May membership meeting;
- (v) notify the ten (10) successful applicants and their parent or spouse, who
  is a member of the local, that they have been awarded a CUPE Local
  1615 award. Also, to extend an invitation to come to the May
  membership meeting to receive their award and;
- (vi) notify unsuccessful applicants they may reapply in the future.
- 2. This committee shall be composed of five (5) members, at least one of which shall be from Grenfell Campus. The committee shall appoint a secretary from among its members.
- 3. It shall be the duty of the secretary to maintain a file of all award applications from each year, to be kept in the local's office. It shall also be the duty of the committee's secretary to keep a list of all award winners for the past seven (7) years.

#### 14.3 Special Committees

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

#### 14.4 Joint Union/Employer Committees

- (a) Memorial University has a number of employer/employee committees (such as benefits, pensions, occupational health and safety, etc.) on which CUPE Local 1615 has members. Members to these committees shall be elected or may, by specific authorization of the membership, be appointed by the President or the Executive Board.
- (b) To be eligible for election to a joint committee a member shall be in good standing and is an employee of Memorial University of Newfoundland.
- (c) Election to these committees shall coincide with elections to the standing committees.

- (d) Members elected to joint committees shall have a term of office of two (2) years.
- (e) The National Representative assigned to the Local and/or the Local's Labour Relations Officer may be appointed as a member of a joint committee by the President or Executive Board with the membership's approval.
- (f) Members of joint committees shall attend all committee meetings and make regular reports to the membership in person or in writing in the Local's newsletter.
- (g) Any member of a joint committee who is absent for three consecutive meetings or 50% of the meetings held in a twelve (12) month period without sufficient reason will be considered to have resigned and a byelection shall be held.
- 14.5 No member(s) or committee(s) shall be empowered to represent or cause changes to any benefits due to, or derived by the membership without consent of the membership. All facts pertaining to the anticipated changes will be presented in writing to the membership at a regular or special meeting.
- 14.6 In the performance of a committee member's duties, remuneration shall be given for distance traveled and out-of-pocket expense. Any such remuneration shall be reviewed by the Executive prior to payment.
- 14.7 Due to the expense incurred all committees will be composed of members from St. John's, unless otherwise specified in these by-laws. However, sub-committees can be established by Corner Brook members to deal with and act upon issues from that area and to make appropriate recommendations to the parent committees in St. John's.

#### Section 15 - RATIFICATION

- 15.1 In order that all members be afforded the opportunity to vote on proposed collective agreements, the following rules shall apply:
  - (a) Copies of the proposed collective agreements shall be mailed directly to each member prior to the meeting.
  - (b) Voting shall be by secret ballot at a special membership meeting held simultaneously at St. John's and Corner Brook. All efforts will be made to establish an audio link between the members of St. John's and Corner Brook.
  - (c) Six volunteer scrutineers from the floor at the meeting shall count the ballots.
  - (d) Counting shall take place at the meeting.

- (e) A majority vote of the ballots cast at the meeting shall decide.
- (f) Neither the Executive Board nor the Negotiating Committee will release the final count.

#### Section 16 - CUPE LOCAL 1615 STRIKE FUND

- 16.1 The purpose of this fund will be to finance strike actions against the employer and pay the members of the Local during the initial stages of a strike or lock-out. From the first day of the strike or lockout CUPE National will pay \$300.00 a week.
- 16.2 The CUPE LOCAL 1615 STRIKE FUND will be set up as a separate bank account to which the Secretary-Treasurer shall deposit 5% of all monthly membership dues or the amount in excess of 150,000.00 dollars that the Local has within its accounts, other than the Strike Fund account, as of December 31<sup>st</sup> of each calendar year, whichever is greater. The Secretary-Treasurer, upon consultation with the membership, will conservatively invest a portion (or all) of this fund in term deposits or guaranteed investment certificates with the Newfoundland and Labrador credit union or any other provincially-registered financial institution.
- 16.3 Rules Governing THE CUPE LOCAL 1615 STRIKE FUND
  - (a) Strike action, for the purposes of this By-law, will be understood to include legal and wildcat strikes, as well as employer sponsored lock-outs.
  - (b) The monies in this account cannot be used for any reason other than those associated with a strike action taken against the employer.
  - (c) Members shall receive a payment of \$150.00 on the seventh day after a strike commences and another on the fourteenth day of the strike. If the strike ends between the eighth and thirteenth day then members will receive a payment of \$150.00 upon returning to work. In the event a strike does not last 7 days members will still receive the initial payment of \$150.00.
  - (d) Monies paid to members, in the event of a strike, will be contingent upon the balance of the fund. If the balance of the fund cannot support section 16.3(d) then the benefits will be pro-rated.
  - (e) The balance of this fund will be capped to \$500,000. Once this cap has been reached no further monies will be deposited to it. All interest accrued will be transferred into the Local's operating/chequing account.

#### Section 17 -AWARDS

17.1 Realizing the importance of Post-Secondary education the members of CUPE Local 1615 will award up to ten (10) awards, valued at \$1,000.00, each year.

The selection of these awards will be on a competitive basis and open to the daughters, sons and spouses of current members and the members themselves of CUPE Local 1615.

- 17.2 The granting of these awards will be decided by the Award Committee based on the following regulations:
  - (a) Eligibility will ultimately be decided by the Award Committee, their decision shall be final:
  - (b) the competition will be open to students currently in full time attendance at any University or any programme (of at least two (2) years duration) at any other recognized post-secondary institution;
  - (c) in order for candidates to be considered they must have achieved an average of at least 65% in their previous full-time semester. As well, candidates must supply the committee with transcript with their application;
  - (d) the awards will be selected at the April general monthly meeting by the members of the Award Committee using a random selection process.
  - (e) no person shall receive more than one CUPE Local 1615 award;
  - (f) of the ten (10) awards available, six (6) will be reserved for Memorial University students, assuming at least six applicants meet the minimum requirements.

# Section 18 - GENERAL

#### 18.1 Donations

- (a) Within a fiscal year, the Local may spend up to a maximum of \$5,000 for the purpose of donations. Donations may be solicited by organizations in writing or by Local union members soliciting on their behalf and voted on at regular membership meetings. Donations to organizations shall be limited to a maximum of \$250.00 each year. The Recording Secretary shall keep a running total of all donations to organizations in the minutes of the regular monthly membership meetings.
- (b) In instances where solicitations cannot be presented to a membership meeting the Board may approve such donations. All such decisions shall be presented to the next regular membership meeting.
- (c) When presenting the minutes at the September membership meeting the Recording Secretary shall report to the membership the total of all donations awarded in the previous year.

(d)Strike appeals and donations to aid various local, national and international humanitarian effects in times of disaster shall not be constrained by (a) above and shall be entertained when they arise. No donation of this sort shall be greater than \$1,000.00 without approval from the membership.

# 18.2 Annual Media Advertisements and Special Event Participation

The Board shall be empowered to arrange media advertising for Labour Day, Christmas and other special occasions they deem appropriate. The Board shall ALSO be empowered to approve funding for members of the Local to participate at Remembrance Day, Injured/Killed on the Job Workers Day, International Women's Day or any other similar labour related special event.

# 18.3 Payment of Incidental Fees

The Board is empowered to provide for the payment of incidental costs incurred by members while on official Union business [i.e. childcare fees, taxis, parking tickets (excluding No Parking, Loading or Disabled Zones)]. Mileage rates will be set as the same as those of CUPE National.

- 18.4 CUPE National or CUPE Newfoundland and Labrador Division Executive and Committee membership
  - (a) Local members who sit on CUPE National or Division executives or committees shall be entitled to the same out of pocket rates as outlined in these By-Laws while on business for CUPE National or Division. Where out of pocket rates paid by CUPE National or Division are less than those paid by Local 1615, affected members shall be entitled to "top up" to the rates paid by Local 1615.
  - (c) Local members who sit on CUPE National or Division executives or committees shall be entitled to apply for an advance from Local 1615 on out of pocket expenses from CUPE National or Division provided the Secretary-Treasurer is given at least 72 hours notice. The Secretary-Treasurer will be required to ensure all advances to members be collected and properly documented in accordance with good accounting practices.

# **Section 19 - HONORARY MEMBERS**

- 19.1 At any membership meeting, nominations can be accepted and voted on by members to bestow the title of Honorary Member on any member in good standing who contributes in some outstanding way to the cause of this Local.
- 19.2 Names of Honorary Members shall be listed under this article in the CUPE Local 1615 constitution and those selected, even if deceased, will be granted all rights and privileges of this Local.

#### **HONORARY MEMBERS**

Eric Baggs Patti Bryant John Butters Vivian Dawe Helger Eckenweber Morley Garrett Bev Greene John Haggas Lorraine Jackson Marcel Juteau Carol Kennedy Dawn Learning John Lewis Mary McGrath Mike Murphy Paul Murphy Frank Pippy Jane Ryan Mike Ryan Peggy Sturge Michael Sullivan Ralph Tapper Teresa Toope Patrick Tyler Irene Whitfield

19.3 Honorary members are encouraged to attend all local functions and meetings, with voice but not vote.

**Judy Winsor** 

#### Section 20 - AMENDMENT

20.1 These By-Laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time and in the event of any conflict, between these by-laws and the CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(Articles 9.2 (c), 13.3, B.5.1)

20.2 These By-Laws shall not be amended, added to or suspended except upon a two-thirds majority vote of those present and voting at a regular or special membership meeting, which will include a simultaneous vote at Grenfell Campus, following seven days' notice at a previous meeting or at least 60 days' written notice.

(Article 13.3 & B.5.1)

20.3 No change in these By-Laws shall be valid and take effect until approved by the National President of CUPE. Their validity shall date from the letter of approval of the National President.

(Articles 13.3 & B.5.1)

#### Section 21 - RULES OF ORDER

- 21.1 All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure. Some of the more important rules to ensure free and fair debate are appended to these By-Laws as Appendix "A". These rules shall be considered as an integral part of the By-Laws and may be amended only by the same procedure used to amend the By-Laws.
- 21.2 In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

# APPENDIX A - RULES OF ORDER

- A.1 The President or, if absent, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and the Vice-Presidents, the Recording Secretary shall act as President, and in his/her absence a President Pro-tem shall be chosen by the Local.
- A.2 No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
- A.3 The President shall state every question coming before the Local, and before allowing debate thereof, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
- A.4 A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
- A.5 A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
- A.6 On motion, the regular order of business may be suspended, by a two-thirds vote of those present, to deal with any urgent business.
- A.7 All resolutions and motions other than those named in A.17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.

- A.8 At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
- A.9 Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
- A.10 When a member wishes to speak on a question or to make a motion, he/she shall rise in his/her place and respectfully address the presiding officer, but, except to state that he/she rises to a point of order or on a question of privilege, he/she shall not proceed further until recognized by the chair.
- A.11 When two or more members rise to speak at the same time the presiding officer shall decide which one is entitled to the floor.
- A.12 Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous or offensive language, as well as any poor reflection on the Local or member thereof.
- A.13 If a member, while speaking, is called to order, he/she shall cease speaking until the point is determined; if it is decided he/she is in order, he/she may again proceed.
- A.14 No religious discussion shall be permitted.
- A.15 The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
- A.16 The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he/she may in addition, cast a deciding vote or, if he/she chooses, refrain from breaking the tie, in which case the motion is lost.
- A.17 When a motion is before the Local, no other motion shall be in order except (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motions shall have the precedence in the order named. The first three of these shall be decided without debate.
- A.18 A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
- A.19 A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
- A.20 A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local until fifteen minutes have elapsed.

- A.21 After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
- A.22 If any member wishes to challenge (appeal) a decision of the chair he/she must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his/her challenge. The chairperson may then state briefly the basis for his/her decision, following which the chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
- A.23 After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
- A.24 No member shall enter or leave a meeting during the reading of the minutes, the initiation of a new member, the installation of officers, or the taking of a vote.
- A.25 The Local's business and proceedings of minutes, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

(Appendix A)

# **APPENDIX B - EQUALITY STATEMENT**

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity of self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.

(Appendix D)

#### YOU ARE THE UNION

A few "DO's" and "DON'T's" calculated to test the sincerity of WE who are the UNION:

Do Study the Constitution.

Do Study the By-Laws.

Do Study the Agreement.

Do Attend as many meetings as possible.

Do Get acquainted with the Steward in your Department.

Do Learn the difference between a legitimate grievance and complaint whether such be frivolous or well founded.

Do Memorize the Order of Business and follow it when attending meetings (when in doubt ask guidance of the Chair).

Do Think before WE vote!

Don't Say "Why doesn't the Union" instead of "Why don't WE ...?"

Don't Stay away from meetings and gripe about "Unwise" decisions afterwards.

Don't Go "over the Head" of OUR Steward.

Don't Think that if things are not to OUR liking there just isn't anything WE as individuals can do about it.

Don't Believe the Union is not vitally important to US. Next to OUR home and family, the Union is OUR most important interest.

Don't Leave this booklet at home - carry it at all times.