BY-LAWS
LOCAL UNION
241

Amended

September 2026

Approved by National:

Contents

PREAMBLE 3
SECTION 1 – NAME 3
SECTION 2 – OBJECTIVES 3
SECTION 3 – INTERPRETATION AND DEFINITIONS 3
SECTION 4 MEMBERSHIP MEETINGS – REGULAR AND SPECIAL 3
SECTION 5 – VOTING OF FUNDS 5
SECTION 6 - OFFICERS 5
SECTION 7 – EXECUTIVE BOARD 5
SECTION 8 – DUTIES OF OFFICERS 6
SECTION 9 "EXPENSES" 11
SECTION 10 – FEES, DUES, AND ASSESSMENTS 13
SECTION 11 – NON – PAYMENT OF DUES AND ASSESSMENTS 14
SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS 14
SECTION 13 – DELEGATES TO CONVENTIONS & EDUCATION COURSES 15
SECTION 14 – COMMITTEES 19
SECTION 15 – RULES OF ORDER 22
SECTION 16 – AMENDMENT 22
APPENDIX "A" TO THE BY-LAWS OF LOCAL 241, C.U.P.E 23

PREAMBLE

In order to improve the social and economic welfare of its members without regard to sex, colour, race, or creed, to promote efficiency in public employment and to manifest its belief in the value of the unity of organized labour, this Local 241 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, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the shares of duties and responsibilities.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees, Local No. 241 Outside Workers of the City of Guelph.

SECTION 2 – OBJECTIVES

The objectives of the Local are to:

a) Secure adequate renumeration for work performed and generally advance the economic and social welfare of its members and of all workers:

b) Support CUPE in reaching the goals set out in Article ~~11~~ 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 their employer.

SECTION 3 – INTERPRETATION AND DEFINITIONS

~~a) Masculine pronouns shall be understood to include all gender identification.~~

~~b)~~ Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the CUPE National Constitution which should be read in conjunction with these by-laws.

SECTION 4 MEMBERSHIP MEETINGS – REGULAR AND SPECIAL

a) **The local Union may hold membership meetings in person and/or virtually.** Regular membership meetings shall be held each month (except July, August, and December) on the last Wed. of the month, at 4:30 p.m. ~~If a statutory holiday intervenes~~ **or for any other reason that may arise,** the Executive Board shall give ~~a week's~~ **thirty (30) day**s notice of any change in the date of the regular meeting.

The ~~time and~~ location of all meetings shall be determined by the Executive Board**.** ~~and m~~**M**eetings **and agendas** shall be ~~posted~~ **distributed to the membership** seven (7) days in advance.

b) Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than ~~ten (10)~~ **five (5)** members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least forty-eight (48) hour's 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.

c) A quorum for the transaction of business at regular meeting shall be eight (8) members, including at least three (3) members of the Executive Board.

d) Should there be a lack of a quorum, the Executive shall be empowered to conduct such union business that is necessary. All actions under these circumstances will be brought to the attention of the membership at the **next** regular **general membership** meeting.

e) The Union will provide refreshments and food for general membership meetings up to $350.00 maximum paid on the Union credit card or reimbursed.

~~e)~~**f)** The order of business at regular membership meeting is as follow

1. Acknowledgement of Indigenous Territory

~~1.~~ **2.** Roll Call of Officers

~~2.~~ **3.** **Reading of the** Equality Statement

~~3.~~ **4.** Voting on New Members and Initiation

~~4.~~ **5.** Reading of Minutes

~~5.~~ **6.** Matters arising **from the minutes**

~~6.~~ **7.** **Secretary-**Treasurers Report

~~7.~~ **8.** Communication and Bills

~~8.~~ **9.** Executive Board Report

~~9.~~ **10.** Reports of Committees and Delegates

~~10.~~ **11.** Nominations, Elections, or Installations

~~11.~~ **12.** Unfinished Business

~~12.~~ **13.** New Business

~~13.~~ **14.** Good of the Union

~~14.~~ **15.** Adjournment

(Article B.6.1)

SECTION 5 – VOTING OF FUNDS

An annual budget will be prepared by the Secretary-Treasurer and presented to the general membership for approval at the November General Membership Meeting for the fiscal year of January 1 to December 1.

~~Except for ordinary expenses and bills as approved at membership meetings, no sum over one hundred ($100.00) dollars shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting.~~

In the case of a grant or contribution to a member(s) or cause(s) outside of CUPE exceeding one hundred ($100), a notice of motion must be made at a regular membership meeting and approve at the following regular membership meeting before the grant or contribution can be paid out.

(Article B.4.4)

SECTION 6 - OFFICERS

The Officers of the Local shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Health and Wellness Rep, **Sergeant-at-Arms, seven (7) area Stewards** and three (3) Trustees. All Officers shall be elected by the membership.

(Articles B.2.1 & B.2.2)

SECTION 7 – EXECUTIVE BOARD

a) The Executive Board shall comprise of all officers, expect **except Sergeant-at-Arms, stewards and** Trustees.

(Article B.2.2)

b) The Executive Board shall meet at least every month prior to the General Membership Meeting. Executive Board meetings may be held ~~more than often~~ when circumstances require ~~and~~ may be called by the President or **by** any three (3) members of the Board.

(Articles B.3.14)

c) A majority of the Board constitutes a quorum.

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

e) The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.

f) All charges against members or officers must be made in writing and dealt with in accordance with all provisions of the CUPE Constitution.

(Article B.11.1 **and Appendix F**)

g) Should any ~~Board member~~ **Officer** fail to answer the roll call for ~~two (2)~~ **three (3)** consecutive regular membership meetings or two (2) regular ~~Board~~ **Officer** meetings without having good and sufficient cause, acceptable to the Executive Board, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Article B.2.5)

~~h) The Executive Board shall have first preference as a delegate to conventions and educationals or seminars.~~

SECTION 8 – DUTIES OF OFFICERS

All signing Officers of Local 241 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.

a) The **President** shall:

- ~~e~~ **E**nforce the CUPE Constitution and these By-laws;
- ~~p~~ **P**reside at all membership and Executive Board meetings and preserve order;
- ~~d~~ **D**ecide all points of order and procedure (subject always to appeal to the membership);
- ~~h~~ **H**ave a vote on all matters (except appeals against their rulings) and in case of a tie vote in any matter, excluding elections, have the right to cast an additional vote to break the tie;
- ~~e~~ **E**nsure all correspondence including bills be sent to the ~~CUPE~~ Local's mailing address **or via e-mail;**
- ~~e~~ **E**nsure that all officers perform their assigned duties;
- ~~f~~ **F**ill committee vacancies where elections are not provided for;
- ~~i~~ **I**ntroduce new members and conduct them through the initiation ceremony;
- ~~sign all~~ **Act as signing authority for** cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-laws, or vote of

the membership;

- ~~h~~ **H**ave first preference as a delegate to the CUPE National Convention.
- ~~s~~ **S**hall be the chair of the negotiation committee.
- On vacating office, surrender all books, seals, and other properties of the Local to their successor**.**

(Article B.3.1)

b) The **Vice President** shall;

- ~~i~~ **I**f the President is absent or incapacitated, perform all duties of the President;
- ~~i~~ **I**f the office of President falls vacant, be acting President until a new President is elected, as per Section 12 Article d) of these bylaws.
- ~~b~~ **B**e Chairperson of the Grievance Committee;
- ~~a~~ **A**ssist other stewards if needed;
- ~~a~~ **A**ttend grievance meetings from second stage until completion;
- ~~i~~ **I**nform membership at regular monthly meetings of all grievances ongoing and closed, and their results. Present an annual report of all grievances in the first quarter of the new year;
- ~~e~~ **E**nsure all correspondence including bills be sent to the CUPE Local's mailing address. **and by e-mail;**
- ~~report in writing to the executive committee the deposition and status of all grievances since previous negotiations. This report shall be made prior to the preparation of bargaining proposals.~~
- Be responsible for meeting with all stewards a minimum of six (6) times per year.
- On vacating office, surrender all books, seals, and other properties of the Local to their successor.

(Article B.3.2.)

c) The **Health and Wellness Rep** shall;

- ~~r~~ **R**epresent all workers and assist them with claims, modified duties, work programs, and return to work programs.
- ~~a~~ **A**ssist in providing a meaningful work program with the City of Guelph.
- Report to the Executive Board the status of all WSIB claims, Return to Work and Modified Duties;
- Act as a liaison to all Local Health and Safety reps in regards to OHSA

questions;

- Provide guidance in regards to OHSA regulations questions;
- **Attend one (1) meeting per year of each JHSC as an advisor/auditor;**
- **Ensure all JHSCs are staffed with sufficient Worker Representatives and that these representatives have the resources they need to perform their duties;**
- On vacating office, surrender all books, seals, and other properties of the Local to their successor.

~~(Article B.3.2)~~

- Ensure all correspondence including bills be sent to the CUPE Local's mailing address **and by e-mail.**

d) The **Recording Secretary** shall:

- ~~k~~ **K**eep full, accurate and impartial account**s** of the proceedings of all regular or special membership and Board meetings, including a copy of the full Financial Report submitted by the Secretary-Treasurer;

(Article B.3.3)

- ~~r~~ **R**ecord all alterations to the by-laws;
- ~~a~~ **A**nswer correspondence and fulfill other secretarial duties as directed by the Board;
- **Maintain record of members and contact information;**
- ~~f~~ **F**ile a copy of all letters sent out and keep on file all communications;
- ~~p~~ **P**repare and distribute all circulars and notices to appropriate members for distribution;
- ~~h~~ **H**ave all records ready on reasonable notice for auditors and Trustees;
- ~~p~~ **P**reside over membership and Board meetings in the absence of both the President and the Vice-President;
- ~~o~~ **O**n vacating of office, surrender all books, seals and other properties of the Local to their successor.
- Shall take and provide detailed and accurate notes of all Committee meetings.

~~(Article B.3.3)~~

- Ensure all correspondence including bills be sent to the CUPE Local's mailing address **and by e-mail.**

(Article B.3.3.)

e) The **Secretary-Treasurer** shall:

- ~~r~~ **R**eceive all revenue, ~~initiation fees,~~ dues, and assessments, keeping a record of each member's payment, and deposit promptly all money with a bank or credit union;
- ~~p~~ **P**repare all CUPE National per capita tax forms and remit payment no later than the fifteenth (15th) day of each month;
- ~~r~~ **R**ecord all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- ~~m~~ **M**ake regular full financial reports at Executive meetings;
- ~~m~~ **M**ake written financial reports to each membership meeting;
- ~~b~~ **B**e bonded for not less than five hundred (500) dollars (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer) through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- ~~p~~ **P**ay no money unless supported be a voucher duly signed by the President and one (1) other member of the Board or any two (2) other members of the Board, except that no voucher shall be required for payment of per capita to any organization to which the Local is affiliated;
- ~~m~~ **M**ake all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited semi-annually;
- ~~p~~ **P**rovide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- ~~b~~ **B**e empowered, with the approval of the membership, to employ necessary clerical assistance to be paid for out of the Local's funds;
- ~~o~~ **O**n vacating of office, surrender all books, records and other properties of the Local to their successor.
- Throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as records and supporting documents for all income received by the Local Union.

(Article B.3.4 to B.3.8)

- Ensure all correspondence including bills be sent to the CUPE Local's mailing address **and e-mail address.**

f) The **Trustees** shall:

- ~~a~~ **A**ct as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees at least once every calendar year;
- ~~m~~ **M**ake a written report of their findings to the first membership meeting following the completion of each audit;
- ~~s~~ **S**ubmit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner;
- ~~b~~ **B**e responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- ~~e~~ **E**nsure that proper financial reports are made to the membership;
- ~~a~~ **A**udit the record of attendance;
- ~~i~~ **I**nspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;
- ~~s~~ **S**end a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned serving representative.

(Articles B.3.10 to B.3.12)

g) The **Stewards** shall:

- ~~o~~ **O**rganize the unorganized by signing up prospective members;
- ~~p~~ **P**rotect the members' rights ~~in their jurisdiction~~ by negotiating grievances, writing grievances, and settling grievances;
- ~~s~~ **S**trengthen the Union and build support for its program among the members;
- ~~k~~ **K**eep members informed;
- ~~a~~ **A**dvise the negotiating committee;
- Inform the Recording Secretary of any hospitalizations, **death of a member or one of their immediate family** members in their service are**a, subject to a member's disclosure**;

- ~~extend the Local's condolences in the event of the death of a member or one of his immediate family and make other appropriate gestures in accordance with custom or the wishes of the family concerned.~~
- Meet with new hires for their service area;
- Must forward all paperwork in regards to complaints and grievances to the Vice President within twenty-four (24) hours;

h) The **Sergeant-at-Arms** shall:

- ~~g~~ **G**uard 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;
- ~~a~~ **A**ssist in maintaining the record of membership attendance at meeting;
- **Ensure the maintenance of order at meetings;**
- **Secure meeting location;**
- **Take on getting the food and drink for meetings when possible or ensure someone else is taking this task on;**
- ~~p~~ **P**erform such other duties as may assigned by the Board from time to time.

SECTION 9 "EXPENSES"

~~Members of the Executive Board, committees and delegates to conventions, seminars and education courses can expect to be reimbursed for normal out of pocket and reasonable expenses incurred in the performance of their duties for CUPE Local~~

~~241. It is not the intent of these by-laws to reimburse any member for any personal expenditure, entertainment, alcoholic beverages, meals or other items that members would usually provide themselves or pay for in the course of their work day or their activities outside of the performance of their Union duties.~~

Expenses shall be reimbursed only upon receipt by the Treasurer of a properly completed CUPE voucher/expense form with all necessary receipts and with an explanation of the reason for the expense as required by the by-laws. Failure to produce receipts for any claimed amounts or failure to provide an adequate explanation to the Treasurer on the voucher shall result in the item(s) not being reimbursed.

All bills shall be submitted for payment to the Treasurer with a properly completed voucher by the person claiming reimbursement. Reimbursement for expenses as set out in these by-laws shall be by cheque ~~only~~ **or recognized electronic payment.** No cash reimbursement shall be made.

(Article B.4.4)

It is not the intent of these by-laws to reimburse any member for any personal expenditure, entertainment, alcoholic beverages, meals or other items that members usually provide themselves or pay for in the course of their work day or their activities outside of the performance of their Union duties.

Credit Cards:

The President, **Vice President** and Secretary-Treasurer shall be issued a credit card**.**

The cards will be used ~~the booking of hotels, car rentals, transportation reservations and emergencies that may occur while on~~ **solely for** Union business.

All expenses incurred by the credit card shall have a receipt attached to an expense voucher before membership approval for payment is made. Failure to provide a receipt and expense voucher will result in the Treasurer billing the individual for full payment of expenses incurred on the Union credit card.

Reward points from union credit cards can only be used for union business only~~,~~ **.**~~f~~ **F**or further clarity, these reward points cannot be used for personal gain.

a) **Communication Expenses**:

~~Internet Expenses:~~
~~The executive committee shall receive $25 per month paid annually.~~

~~Cellular/Residential Telephone Expenses:~~
~~The local Union shall make available to the Executive member a $100.00 per month for cellular and residential phone expenses in order to conduct the business of the local Union. Each member of the Executive or steward must provide proof they have personal cell phone that they use for local union business in order to collect this expense.~~

~~The Stewards shall be paid 60.00 per month, and paid on a monthly basis.~~

b) ~~**Out-of-Pocket**~~ **Honorarium Reimbursements**:

The following ~~expense allowance~~ ~~**out of pocket payments**~~ **Honorarium Reimbursements** shall be provided **as follows**:

President	~~$225.00 /month~~	**$300/month**
Vice President	~~$175.00 /month~~	**$300/month**
Chief Steward	~~$150.00 /month~~	**$300/month**
Recording Secretary	~~$150.00 /month~~	**$300/month**
Secretary/Treasurer	~~$150.00 /month~~	**$300/month**
Trustees	$100.00 /**annual** audit	
Communications Rep	~~$40.00 /month~~	
Stewards	~~$50.00/month~~	**$100/month**
Sergeant-at-arms	~~$20.00 /month~~	**$25/month**

Out of pocket and honorariums expenses shall be paid ~~semi-annually~~ **quarterly** on the first day of the month in ~~August and February~~ **January, April, July and October**. Should an Officer of the Union not serve a full term, they shall receive a prorated out of pocket expenses.

All union business will be conducted through a union email address**.** ~~and union paid cell phone.~~

SECTION 10 – FEES, DUES, AND ASSESSMENTS

~~**a) Initiation Fee**~~

~~Each application for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation fee of two (2) dollars which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.~~

~~(Article B.4.1 & B 8.2)~~

~~**b) Remittance Fee**~~

~~The remittance fee shall be two (2) dollars.~~

~~(Article B.4.1)~~

~~c)~~ **a) Monthly dues**

The monthly dues shall be collected on the gross pay ~~Regular Wages~~, **which is exclusive of overtime and premiums**. Local 241 shall always collect ~~1%~~ **1.93%.** ~~minimum after~~ **This is inclusive** of all per capita requirements E.g. National, Provincial per capita requirements.

(Article B.4.3)

Changes in the levels of the ~~Initiation Fee, the Remittance Fee, or the M~~ **m**onthly ~~D~~ **d**ues can be ~~e~~ **a**ffected only by the following procedure for amendment of the By-Laws (see Section 16), with the additional provision that the vote must be by secret ballot.

(Article B.4.3)

Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these By-laws will be deemed to have been automatically amended to conform to the new CUPE minima.

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

~~c)~~ **b) Affiliation**

The Local Union ~~shall~~ **may** be affiliated with and pay per capita to the following organization(s)**, subject to membership approval:**

The Canadian Labour Congress (CLC), The Ontario Federation of Labour (OFL), The Guelph District Labour Council (GDLC), The Ontario Division of the Canadian Union of Public Employees **(CUPE Ontario).**

SECTION 11 – NON – PAYMENT OF DUES AND ASSESSMENTS

Any member in arrears for a period of three (3) months or more shall automatically be suspended and their suspension shall be reported to the Executive Board by the Secretary-Treasurer. The Executive shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the ~~remittance fee, plus~~ any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed or unable to work because of sickness, they shall pay the remittance fee but not be required to pay their arrears.

(Article B.8.6.)

SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

a) Nomination

Nominations shall be received at the regular membership meeting held ~~biennially~~ **every three (3) years** in the month of January. To be eligible for **an officer position** nomination a member shall have attended at least ~~fifty (50)~~ **thirty (30)** percent of the membership meetings held in the previous twelve (12) months ~~or in the period they were a member~~. 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. No member shall be eligible for nomination if they are in arrears of dues and/or assessments. All terms of office shall be for ~~two (2)~~ **three (3**) years.

(Article B.2.4.)

~~To be nominated for steward you must have attended least 30% of the meetings prior to an election, and attend 30% of the general membership meetings.~~

b) Elections

1. The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the ~~Returning~~ **Election** Officer~~.~~**, who shall be appointed by the membership present at the regular membership meeting in November prior to nominations being received.**

2. The ~~Returning~~ **Election** Officer shall be responsible for issuing, collecting and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.

3. The voting shall take place at the regular membership meeting every ~~two (2)~~ **three (3)** years in January ~~in odd numbered years~~. The vote shall be by secret ballot for the positions of President, Vice President, Health and Wellness Representative, Recording Secretary, Secretary Treasurer**,** ~~and~~ Trustees Sergeant at Arms and area Stewards.

4. Voting to fill one (1) office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.

5. ~~A majority 50% plus one of votes~~ **More than 50% 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 case of a final tie vote. Subsequent votes will be held until there is a candidate elected to the position. These subsequent votes may be deferred to the following months meeting.

~~6. When two (2) or more nominees are to be elected to any office by ballots, each member voting shall be required to vote for full number of candidates to be elected or the member's ballot will be declared spoiled.~~

~~7.~~ **6.** 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(c).

c) Installation

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for ~~two (2)~~ **three (3)** years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years. **At the first election of officers, three trustees will be elected to serve terms of one, two and three years. In following years, one trustee will be elected for a three-year term to preserve overlapping terms.**

(Article B.2.4)

2. The terms of office for trustees shall be as laid down in Article B.2.4 of the CUPE constitution. **For further clarity, the three Trustees elected will serve terms of one (1), two (2) and three (3) years.**

d) By-Election

Should an office fall vacant pursuant to Section 7 (g) of these By-Laws or any other reason, the resulting by-election shall be conducted at the next membership meeting.

SECTION 13 – DELEGATES TO CONVENTIONS & EDUCATION COURSES

a) Except for the ~~Executive Board~~ **President**, all other delegates shall be chosen by election at membership meetings. To be eligible for nomination a member shall have

attended at least fifty (50) percent of the membership meetings held in the previous twelve (12) months. ~~or in the period they were a member, if less than a year.~~

b) Representation at educational institutes and seminars shall be on the recommendation of the Executive Board, subject to final approval by the membership.

1. The number of delegates to send to conventions and conferences shall be determined by the Executive Board. Except for the President's option [Section 8(a)], all delegates shall be voted using a secret ballot vote at a regular GMM. These members will be representing our local and are required to follow all bylaws and reporting requirements following their delegation.

2. The Executive Board shall be empowered to appoint delegates from among the elected officers for all education courses. When education opportunities are made available to rank-and-file members, the opportunity shall be announced at a regular GMM, expressions of interest shall be accepted by the Executive Board, and interested members shall be selected by random draw, subject to final approval of the Executive Board.

~~1. In order to be considered for selection for a CUPE or CLC weekend Course the member shall have attend at least thirty (30) percent of the membership meetings held in the pervious twelve (12) months or in the period they were a member, if less than a year.~~

~~2.~~ **3.** All members who ~~are elected or selected to~~ attend education courses, seminars, conferences or conventions shall ~~present a written report to the~~ **report back to** members at the following membership meeting**.**~~, at the discretion of the Executive Board~~.

~~4. In order to be considered for selection or election to a CUPE or CLC weeklong education course, the member shall have attended at least fifty (50) thirty (30) percent of the membership meetings held in previous twelve (12) months or in the period they were member, if less than a year~~

~~4.~~**5. For travel outside the City of Guelph, where meals are not provided, the Local shall provide a meal allowance of the same amounts as would be provided by CUPE National, as outlined in the National Union's Expenses Reimbursement for CUPE Members Policy.** ~~Outside the City of Guelph, and~~ ~~**if** accommodation is required the Local shall provide a $100.00~~ **$125.00** ~~per diem a **per** day.~~

- ~~An additional $25.00 per day for out of province conventions or educational courses.~~
- **Where meals and lodging are provided in registration costs, per diems are not distributed.**

- The Treasurer shall pay to each delegate the per diem for the duration of the event in advance by cheque. This per diem shall be recorded and shown on a voucher completed by each delegate at the time the per diem is received from the Treasurer. **It is understood that in the event that a delegate leaves early that per diem provided for days absent shall be reimbursed to the Union.**

~~5.~~ 6. Within the City of Guelph**, surrounding areas or where accommodations are not required.**

- **For a day long conference or education course and/or union work within the City of Guelph, no meal allowance shall be paid.** ~~for a day long conference or education course and /or union work at the office the per diem shall paid of $25.00.~~

~~6.~~ **7.** City/Union Business during working hours (8:00 a.m. to 4:00 p.m.):

~~Where members of the Executive or members of committees are required to attend to grievance meetings, union/management meeting, health and safety meetings or other work related meetings during the course of their normal workday or during normal working hours, where the employee continues to be paid by the employer, no meal allowance or per diems shall be paid.~~

Where members of the Executive Board or members of committees are required to attend to grievance meetings, labour-management meetings, health and safety meetings, or other work related meetings during the course of their normal workday or during normal working hours, where the member continues to be paid by the employer, no meal allowance shall be paid.

~~7.~~ **8.** Union Business after normal working hours (8:00 a.m. to 4:00 p.m.):

~~Where members of the Executive Board or members of committees are required to attend Executive Board meetings, negotiation preparation meetings, strike preparation meetings, grievance committee meetings, etc., and these members have not been able to return home for meals, such members shall be entitled to claim for a meal allowance of $25.00 provided that the meeting has extended their day beyond three (3) hours in addition to their regularly scheduled hours of work, if a meal is not provided. The member shall submit to the Treasurer a completed voucher showing the date, location, names of participants and the reason for the meeting. Such meal allowance shall not be provided in advance of the meeting.~~

Where members of the Executive Board or members of committees are required to attend Executive Board meetings, negotiation preparation meetings, strike preparation meetings, grievance committee meetings, etc., after work hours, and these members have not been able to return home for meals, such members shall be entitled to claim for a meal

allowance of $25.00 provided that the meeting has extended beyond three (3) hours, if a meal is not provided. The member shall submit to the Treasurer a completed voucher showing the date, location, names of participants and the reason for the meeting. Such meal allowance shall not be provided in advance of the meeting.

~~8.~~ **9.** Lost Wages:

All delegates elected to attend conventions and conferences and where a leave of absence has been requested and granted by the Local, shall have their **scheduled** wages and benefits continued to their normal work week, as required by the collective agreement, for the duration of the convention, seminar or educational course. The Union will reimburse the Employer for the length of the leave of absence requested by the Union to attend the convention, seminar or education course.

Should considerable travel time~~, in excess of 4 hours,~~ be required to reach the destination, the leave of absence request shall be made to ~~include an additional~~ ½ day **or more** for travel time to reach the destination only if this travel would occur during the delegate's normal workday. No additional leave of absence will be added if the travel time to the destination or return from the destination will be required during the delegate's regular days off.

~~9.~~ **10.** Travel and Transportation:

When Executive Board members, or delegates to conferences, conventions or education courses are required to travel to an out of town location, or traveling in the ~~c~~**C**ity of Guelph on Union Business, travel shall be in a manner that will ensure that the least cost is incurred by the Local. This may require that all members or delegates travel in the same vehicle to minimize the costs to the Local Union.

a) Kilometers will be reimbursed at the current rate of kilometers in the collective agreement. Kilometers reimbursement shall only be made after the proper information has been supplied to the Treasurer on a completed voucher. Mileage will be paid from the union office for all union business and union leave.

~~b) All union business and union leave.~~

c) The Treasurer **or Executive Board** may choose to arrange for a vehicle travel to be made by rented vehicle, the costs of which will be charged to the Local Union. In this case no kilometer's reimbursements shall be made.

d) Where a delegate chooses not to travel with the other delegates and does not secure the advance approval of the ~~Treasurer~~ **Executive Board** for doing so, no kilometer reimbursement shall be paid. Any variation to this policy may only granted by approval of the Treasurer in advance of the event and only in compelling and special circumstances. The reverse if it

involves the Treasurer, the ~~President~~ **Board** will approve it.

~~10.~~ **11.** Accommodation**:**

a) ~~Where accommodation is required for attendance at a convention, conference or education course that is authorized by the Executive and members of the Local Union for which the member has been elected or selected shall be arranged by the Local Union Treasurer and billed directly to CUPE 241. If the hotel will not accept billing the Local Union payment by cheque~~, **Where accommodation is required for attendance at a convention, conference, or education course authorized by the Executive and membership of the Local Union, arrangements shall be made by the Local Union Treasurer or President for the member(s) who has been elected or selected to attend. Wherever possible, the accommodation shall be billed directly to CUPE 241. Credit card is the primary for of payment. If the hotel does not accept direct billing, payment shall be made by the Local Union by cheque.** The Treasurer may prepare a cheque made payable to the hotel for the cost of the room only at the basic room rate plus applicable taxes, based on single occupancy to the Hotel when payment for the room charges is being made**. The billed accommodation costs shall be for the room only at the basic rate plus applicable taxes, based on single occupancy. Payment for any additional room charges, room service, bar charges or other hotel charges will be the sole responsibility for the delegate(s).**

b) ~~The billed accommodation costs shall be for the room only at the basic rate plus applicable taxes, based on single occupancy. Payment for any additional room charges, room service, bar charges or other hotel charges will be the sole responsibility of the delegate(s).~~ Where parking at a hotel is required and where no free parking is readily available, reimbursement shall be made upon submission of a receipt on the required voucher. The cost of parking at the hotel shall be obtained from the hotel at the time of the booking of the rooms. **Valet parking is not permitted, except if an accessibility accommodation is required.**

~~11.~~ **12.** Taxi Fares**:**

a) Where delegates attend a convention, seminar or education course in a municipality where public transportation is available, and the delegate(s) have used bus, train or air transportation to reach the destination, taxi or airport transportation may be reimbursed providing it has been approved in advance by the ~~Treasurer~~ **Board**.

SECTION 14 – COMMITTEES

a) Negotiating Committee

This shall be a committee established at least five (5) months prior to the expiry of the Local's collective agreement and automatically disbanded when a new collective

agreement has been signed and printed. The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of 4 members plus 1 alternate. Two members from the Executive, one of the Executive being the President and two members elected at a general membership meeting. The elected members at large must have attended a minimum of three (3) general membership meetings in the past twelve (12) months. 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.

1. The Treasurer or President shall ~~to~~ pay for the cost meals of all the negotiating committee members and may require that it be recorded on one receipt. In this case, no individual per diem will be paid to any member of the negotiating committee. The restaurant or food receipt shall be attached to the voucher. If payment for the meals was made by an individual member's credit card, a copy of the credit slip shall also be attached to the voucher. Such reimbursement shall be for food and **non-alcoholic** beverage only. ~~No reimbursement will be made for any alcoholic beverages.~~

b) 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.

c) Standing Committees

The members at a membership meeting shall elect the Chairperson of each standing committee. The Chairman and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. The Vice-President shall be a member, ex-officio, of each committee. There shall be two (2) standing committees.

d) 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 annual~~l~~y by the membership but, other that that, all social and recreational events and activities shall be self – supporting. The Executive Board shall be held responsible for the proper and effective functioning of this Committee. The Committee shall **be** comprise**d** ~~between 2 and 3 members~~ **of no more than three (3) members.**

e) Health and Safety Committee

Members are appointed by the Executive and approved by the membership. Members of Local 241 on the Joint ~~h~~**H**ealth and ~~s~~**S**afety ~~c~~**C**ommittee shall be ~~appointed~~ **reviewed** ~~every two (2) years~~ **yearly**. **The appointed person is to attend GMMs, inclusive of the first GMM after their appointment for introductions to membership.** The Vice-President and Wellness Rep will meet annually with all Health and Safety Co-Chairs at a special meeting to share information throughout the Local.

f) By-law Committee:

Members are elected by the membership. Three committee members will be elected in the first election at a one, two and three year term. Each subsequent year will be for a three-year term on the committee.

The By-law Committee may consist of minimum of three (3) members who are not part of the executive board. The Committee is responsible for:

i. The maintenance of the Union's by-laws;

ii. Provides the necessary communication to the membership pertaining to the by-laws including but not limited to proposed amendments;

iii. Respond to all inquiries or requests of the membership in a timely and objective manner related to changes and inquiries;

iv. Report to the Executive of upcoming requests for changes to the by-laws;

v. Present recommendations of changes to the by-laws to the Executive Board;

vi. Will meet at a minimum every 1 (one) years.

g) Grievance Committee

The Grievance Committee shall be comprised of the President, Vice President and steward involved in the grievance. When a grievance is not settled in the steps outlined in the collective agreement, the Committee will meet to discuss and decide whether or not to proceed to arbitration. If the decision is not to proceed, the grievor(s) may appeal the decision to the Executive Board.

The National Representative assigned to the Local Union shall be a non-voting member of the Committee.

i) Joint Job Evaluation Committee

The JJEC will be comprised of four (4) members, at least one of whom shall be a member of the Executive Board. At the first election of committee members, two members will be elected to serve 1 year terms, and two will be elected to serve 2 year terms. Every year to follow, two committee members

will be elected for a 2-year term to preserve overlapping terms.

SECTION 15 – RULES OF ORDER

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 and may 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.

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.

SECTION 16 – AMENDMENT

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.

(Article 8.2 (c), 12.3 & B.5.1)

a) These By-Laws shall not be amended, added to, or suspended except upon a two-third (2/3) majority vote of those present and voting at a regular or special membership meeting following seven (7) days notice at a previous meeting or at least sixty (60) days written notice.

(Articles 13.3 & B.5.1)

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

(Articles 12.3 & B.5.1)

c) Additional regulations to these By-Laws may be enacted from time to time and shall be attached to these By-Laws providing they are approved accordance with this article.

(Articles 12.3)

d) These Bylaws will be reviewed no more than three (3) years from the date of approval by CUPE.

APPENDIX "A" TO THE BY-LAWS OF LOCAL 241, C.U.P.E

RULES OF ORDER

1. The President or, in their absence, a Vice-President, shall take the chair at all membership meetings. In the absence of both President and Vice-President, the Recording Secretary shall act as President, and in their absence the Local shall choose a President pro-tem.

2. No member, except the Chairperson of a Committee making a report or the mover of a resolution, shall speak more than five (5) 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 (15) minutes, except with the consent of the meeting.

3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.

4. A motion to be entertained by the presiding Officer must be moved and seconded; both the mover and seconder must rise and be recognized by the chair.

5. The motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.

6. On motion, the regular order of business may be suspended by a two-thirds (2/3) vote of these present, to deal with any urgent business.

7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding Officer, be presented in writing before being put to the Local.

8. At the request of any member, and upon a majority vote of these present, a question may be divided when the sense will admit of it.

9. Any member having a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.

10. When a member wishes to speak on a question or to make a motion, they shall rise in their place respectfully address the presiding Officer, but, except to state that they rises to a point of order or on a question of privilege, they shall not proceed further until recognized by the chair.

11. When two (2) or more members rise to speak at the same time, the presiding Officer shall decide which one is entitled to the floor.

12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.

13. If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.

14. No religious discussion shall be permitted.

15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.

16. The presiding Officer shall have the same rights as other members to vote on any question. In case of a tie, they may in addition give a casting vote, or, if they choose, refrain from breaking the tie, in which case the motion is lost.

17. When a motion is before the Local, no other motion shall be in order except

    (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motions shall precedence in the order named. The first three (3) of these shall be decided without debate.

18. A motion for the previous question, when regularly moved and seconded, shall be 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 and amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.

19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.

20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen (15) minutes have elapsed.

21. After the presiding Officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.

22. If any member wishes to challenge (appeal) a decision of the Chair, they 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 their challenge. The Chairperson may then

state briefly the basis for their decision, following which the Chairperson shall immediately and without debate put the question: “Shall the decision of the Chair be sustained?” A majority vote shall decide, except that in the event of a tie, the Chair is sustained.

23. After a question has been decided, any two (2) members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.

24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without obtaining permission from a member of the Executive committee.

25. The Local’s business, and proceedings of meetings, is not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

26. Members who have complaints, grievances, WSIB claims, sick leave or LTD concerns or claims, etc., shall refer such concerns to the Executive Board for appropriate action. The Executive Board or one of its members shall assist the member and attempt to resolve the matter. The Executive Board or one of its members shall maintain the confidentiality of the member. Such members shall not raise any such matter at a membership meeting while efforts are being made by the Executive Board to resolve the matter.

27. No inquiries from any other members shall be entertained from the floor at a membership meeting except to advise that the member has raised a concern with the Executive Board. Any such matter raised by the member at a membership meeting shall be ruled out-of-order until the Executive Board has had a reasonable opportunity to resolve the matter. If the matter is resolved or cannot be resolved, the Executive Board shall report the general nature of the issue to the members at a general meeting.