

**By-Laws of
Association of
McGill University
Support Employees
(AMUSE)**

Last amended February 4th, 2021

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ARTICLE 1: Name and History

- 1.1. The name of the Local union is the Association of McGill University Support Employees (AMUSE).
- 1.2. It is a 'Local' union directly chartered to the Public Service Alliance Canada (PSAC).
- 1.3. The union was certified by the Quebec Labour Board on December 23, 2009, following a year-long union drive initiated by undergraduate students of McGill University.
- 1.4. Floor Fellows, hereafter referred to as "Unit B", was accredited on May 6, 2014.
- 1.5. The authority of the Bylaws derives from the Constitution of PSAC, and is superseded only by the laws of the land and the Constitution of PSAC.

ARTICLE 2: Jurisdiction

- 2.1. The jurisdiction of the Local consists of all the employees of McGill University that are included in the bargaining units on the basis of which the Local gained accreditation, or that subsequently gained accreditation. This includes, but is not limited to, temporary, replacement, and part-time workers of McGill University.
- 2.2. The jurisdiction of the Local shall be divided into two (2) units. Unit A shall be comprised of support workers Unit B shall be comprised of Floor Fellows.

ARTICLE 3: Goals of the Union

- 3.1. The Local represents the interests of its members on salaries, benefits, and working conditions to the McGill administration and directly supports its members on labour related issues.
- 3.2. To ensure that part-time and temporary employees of McGill University have access to the same benefits, in a manner proportionate to their work hours, as regular full-time employees at McGill.

ARTICLE 4: Definitions of Terms

- 4.1. The “Local” shall refer to the Association of McGill University Support Employees (AMUSE), directly chartered local of the Public Service Alliance Canada (PSAC).
- 4.2. “PSAC” shall refer to the larger entity of the Public Service Alliance Canada.
- 4.3. The “University” shall refer to McGill University, Montreal, Canada.
- 4.4. “Employee” shall refer to those workers at McGill included in as the bargaining units in respect of which the Local gained certification or subsequently gained certification.
- 4.5. “Members” shall refer to those employees who have satisfied the requirements stipulated in Article 2.2. and Section 4 of the PSAC Constitution, through which they are conferred rights and privileges accorded by the Local’s Bylaws.
- 4.6. “General Meeting” shall refer to the annual convening of members in good standing, as stipulated in Article 10.
- 4.7. The “Board” shall refer to the Board of Representatives (Article 11).
- 4.8. The “Executive” shall refer to the Executive Committee (Article 12).
- 4.9. The “NBoD” shall refer to the National Board of Directors of the PSAC.
- 4.10. The “bargaining committees” shall refer to the Bargaining Research Committee and the Negotiating Team.

ARTICLE 5: Membership

- 5.1. To be a member in good standing of the Local, an employee must:
 - (a) Fall within the jurisdiction of the Local (2.1).
 - (b) Sign a PSAC membership card.
 - (c) Pay dues and other fees approved by the Local and the PSAC.

(d) Comply with the Bylaws of the Local and the Constitution of the PSAC.

5.2. An employee whose contract or working period has ended can keep their rights and responsibilities as member of the Local for a period of 12 months.

ARTICLE 6: Suspension

- 6.1. The authority to suspend members rests solely with the PSAC NBoD.
- 6.2. Membership of an employee may be suspended in the event that said member is found guilty of conduct prejudicial to the good name of the Local or PSAC; or infringes the bylaws and constitution of the Local or PSAC; or actively disregards the decisions of the Local or PSAC's governing bodies. Suspension and dismissal of membership are matters to be decided by the NBoD of the PSAC in accordance with article 25 of PSAC Constitution and the appropriate Policies and Regulations.

ARTICLE 7: Dues

- 7.1. The General Meeting of each unit shall fix the rate of membership dues, and future increase thereof, with a majority vote.
- 7.2. The board of Representatives advises the members regarding possible changes to the rates of union dues.
- 7.3. The dues rate for Unit A is 0.1588% of employee salary superadded to the predetermined rate stipulated in PSAC's constitution (Section 24.1)¹. This amount shall be collected each pay period
- 7.4. The dues rate for Unit B is 0.1588% of employee salary superadded to the predetermined rate stipulated in PSAC's constitution (Section 24. 1)¹. This amount shall be collected

¹ Current PSAC rate is 0.9557 % of the employee's hourly rate + 1\$ per month in addition to the PSAC DCL portion of dues equivalent to 0.6232% of the hourly rate. These rates are effective as of January 1st, 2019 and are subject to change as per PSAC policy.

each pay period.

- 7.5. The portion of dues payable to the PSAC is set in advance, as defined in Section 24, Sub-Section (3) of the Constitution. The portion of dues payable to the PSAC corresponds to the average amount of dues paid by PSAC members that are assigned to a Component.

ARTICLE 8: Finances

- 8.1. The Financial Year shall begin on the 1st of February and conclude on the 31st of January of the following year.

ARTICLE 9: Organization and Governance

- 9.1. The Local shall be administered and governed by the following bodies:
 - (a) General Meeting;
 - (b) Board of Representatives;
 - (c) Executive Board;

ARTICLE 10: Annual General Meeting

- 10.1. Structure
All members in good standing of the Local can attend the General Meeting. All members in good standing have the right to speak, propose motions, and vote.
- 10.2. Function, powers, and obligations
The authority of the General Meeting shall pertain to the following issues in particular:
 - (a) Regulations concerning the internal organization of the Local;
 - (b) Election of the members of the Executive Board, and Chief Stewards;
 - (c) Forming committees that support the work of the Local, in particular bargaining committees;
 - (d) Selection of members for the Grievance Committee and Bargaining Committee;

- (e) Taking necessary acts and arrangements deemed necessary to ensure the smooth operation of the Local;
- (f) Modification and amendments of Bylaws and Constitution, including increases of union dues;
- (g) Vote on the budget presented by the Board;

10.3. Frequency of meeting

The General Meeting shall convene once a year. It shall be held at the beginning of the new year, between the second and fifth week thereof.

10.4. Unit B will hold a General Meeting in August or September of each year, where two Delegates, as per ss.11.1, two Bargaining Representatives, and the Vice President Floor Fellows will be elected for a term of one (1) calendar year

- (a) The Unit B General Meeting shall have the functions, powers, and obligations outlined in ss.10.2, excepting 10.2 (f) and (g).

10.5. Notice of General Meeting

A notice of twenty-five (25) days shall be given to all members.

10.6. Motions passed at a General Meeting shall be binding on all other bodies of the Local

10.7. Special General Meeting

Notwithstanding article 10.3., General meetings may also convene according to the needs of the Local. A special meeting shall be called by the Board of Representatives or the Executive upon giving written notice of at least three (3) days to all members. The Special Meeting shall also be called upon request of at least thirty (30) members of the Local.

This Special Meeting must be convened within ten (10) days of the submission of the request.

The agenda of the Special Meeting shall consist solely of the items mentioned in the written notice.

10.8. Quorum

Quorum for the General Meeting shall be fifteen (15) members in

good standing. Quorum for the Unit B General Meeting shall be twelve (12) Unit B members in good standing, who work in at least three (3) distinct Residences.

10.9. Agenda

Agenda of Annual General Meeting must include:

- (d) Taking attendance of members in good standing present;
- (e) Adoption of the agenda;
- (f) Report of the Executive Board;
- (g) Report of the Board of Representatives;
- (h) Report of Committees;
- (i) Pertinent issues;
- (j) Questions and Varia

ARTICLE 11: Board of Representatives

- 11.1. The Board of Representatives shall consist of the following members: the six (6) members of the Executive Committee, and twelve (12) Delegates of the membership who also act as Chief Stewards. Two Delegates will be members of Unit B.

All members of the Board must attend a minimum of six (6) out of the ten (10) Board meetings. After each missed Board meeting for which no prior notice is given, the Chair of the Board will contact the Representative to ensure the meetings have been accessible for that individual, and confirm their ongoing commitment to the Board of Representatives.

11.2. Election of Delegates

Twelve (12) delegates are elected by secret ballot during the respective AGMs. Ten (10) Delegates are elected at the AMUSE AGM, and the remaining two (2) Delegates are elected at the Unit B AGM, and are reserved specifically for members of Unit B.

Candidates must be nominated and their nomination must be

seconded. Candidates may nominate themselves, and may accept or refuse the nomination. Each candidate will be asked to speak to their nomination and members present will be given the opportunity to ask questions, speak in favour of, or challenge their nomination.

Following nomination procedures, the name, workplace, and unit of each candidate will be announced and displayed.

Blank ballots will be distributed to all voting members present at the AGM, and members will vote by writing the name(s) of no more than 12 candidates on their ballot. The twelve candidates with the most votes will be elected as Delegates to the Board for the term of one (1) year, ending at the next Annual General Meeting.

Should fewer than twelve members stand for election at the AGM or should any Delegate resign over the course of their term, the Board may appoint additional Delegates by a majority vote.

11.3. Delegates as Chief Stewards

In addition to performing the duties common to all members of the board (Article 11.5), delegates also act as Chief Stewards (see Article 14). While representation by one or more delegate(s) of each workplace is impractical due to the nature of the bargaining unit, effort should be made to reflect the diversity of the membership, the jobs performed, and the workplaces.

The duties of the Chief Stewards are:

- (a) all regular duties of Stewards (see Article 14.5);
- (b) to sit on at minimum one (1) committee of the Local;
- (c) to read meeting minutes and reports that are prepared in advance of BoR meetings;
- (d) to bring any relevant issues to the attention of the BoR; and,
- (e) to participate in Steward training courses within six (6) months of their election; training will be made available free of cost by AMUSE.

11.4. Delegate Honoraria

Each Delegate shall receive an honorarium of forty (40) dollars for each Board of Representatives meeting. Representatives from Mac Campus who travel from that area to the AMUSE office downtown for Board meetings will receive an additional five (5) dollars for a total of forty-five (45.00) dollars as their honorarium for each meeting attended.

Any delegate performing BoR work outside of BoR meetings will be liberated by the Local.

11.5. The tasks of the Board are:

- (a) to recommend a course of action with regards to bargaining;
- (b) to set out general policies of the Local;
- (c) to recommend a budget to the General Meeting;
- (d) to oversee the activities of and give recommendations to the Executives;
- (e) to arbitrate on disputes relating to the internal affairs of the Local;
- (f) to form the necessary committees that serve to promote the goals of the Local; and,
- (g) to propose amendments of the By-Laws and changes of Local dues for the consideration of the General Meeting.

11.6. The Board shall meet once every month, excepting December and April. Upon the request of any member(s), the Chair (see Article 11.7) shall organize an additional meeting at the earliest possible opportunity, balanced with the goal of maximal participation.

11.7. Quorum

The minimum attendance at a Board of Representatives meeting for it to operate as such shall be 6 Delegates and 2 Executives. All members are expected to make the utmost effort to attend every meeting.

11.8. Chair of the Board of Representatives

The Chair of the Board of Representatives shall be a member of the BoR duly elected by simple majority of the Board at the first

meeting. Where necessary, the President shall act as interim Chair. An Executive can be the elected Chair if and only if no Delegate stands and is elected.

The Chair is responsible for running meetings, facilitating the setting of meeting times and locations, informing and reminding Board Members of meetings, and drawing up an agenda for each meeting. The Chair shall also be responsible for giving a report on the activities of the Board of Representatives at General Meetings.

11.9. The Agenda of Board of Representatives Meetings

The Chair shall be responsible for drafting an Agenda prior to each meeting, which shall include, but not be limited to, the following:

- (a) a call for additions to the agenda;
- (b) a call for approval of the agenda;
- (c) reports from Officers and Committees; and
- (d) a Varia point (immediately prior to adjournment).

ARTICLE 12: Executive Committee

12.1. The Executive shall be comprised of six (6) officers:

- (e) President;
- (f) Internal Affairs Officer;
- (g) Communications and Outreach Officer;
- (h) Treasurer;
- (i) Labour Relations Officer; and
- (j) Vice President Floor Fellows

12.2. The Executive are elected by secret ballot by the General Meeting for a mandate of twelve (12) months. The Vice President Floor Fellows is elected by the Unit B General Meeting. In case of a vacant post during the term, the Executive may open nomination. Election for the vacant position shall take place at the General Meeting. Alternatively, an interim position may be filled at the discretion of the Board of Representatives.

12.3. Quorum

The quorum of the Executive is more than half of the officers.

12.4. Meetings

The meetings of the Executive shall take place once (1) a month. Additional meetings may be called to ensure the smooth operation of the Local.

12.5. Honorarium

Members of the executive shall receive liberation of eighteen (18) dollars per hour worked; maximum hours per week, and for the year, shall be determined in the annual budget process carried out by the Board of Representatives and approved each year at the AGM.

12.6. Duties

- (a) To manage the work of the Local, by ensuring the proper functioning of all support and ancillary bodies of the Local (committees, secretariat, etc.);
- (b) To ensure the implementation of the decisions taken at the General Meeting and Special Meeting, as well as decisions taken by the Board;
- (c) To prepare and organize the General Meeting and set up Special Meetings of the Board;
- (d) To admit new members;
- (e) To authorize all proceedings, legal or otherwise, in the Local's interest, except those that require an authorizing motion from the General Meeting or the Board;
- (f) To present an Annual Report to the General Meeting;
- (g) To develop relationships with other Unions;
- (h) To receive and distribute relevant information to the members;
- (i) To meet representatives of the members, through mediation of the Chief Stewards, Committees, or otherwise, and respond to their concerns;
- (j) To authorize persons amongst the Executive officers to sign

- monetary documents in the name of the Local;
- (k) To name an Elections Officer that shall organize the election of the Executive when the elections period is due;
 - (l) To name the auditor and receive the auditor's report at the end of the fiscal year;
 - (m) The Executive shall meet at the request of the President or any two (2) Executive members;
 - (n) To have a working knowledge of the Collective Agreement, PSAC's Constitution, the Rules of Order, and these By-Laws;
 - (o) To participate in at least one internal committee;
 - (p) To prepare the Annual Report for the Annual General Meeting;
 - (q) To receive correspondence on behalf of the local and forward to the appropriate Executive officer;
 - (r) To decide how best to redistribute responsibilities in the event that a member of the Executive Committee is not able to fulfill their responsibilities for a period of time

ARTICLE 13: Duties of the Officers of the Executive Committee

13.1. President

The President shall:

- (a) be the chief spokesperson and media contact for the Local;
- (b) be the chief administrator of the Local, ensuring the smooth operation thereof;
- (c) supervise all officers of the Executive;
- (d) meet with and supervise all officers of the Local's governing and support bodies, such as Chief Stewards and Head of Committees, making sure each are engaged in their assigned tasks and plans;
- (e) liaise with representatives of the University administration when required and address University policy and procedures that negatively impact the membership;
- (f) be an ex-officio, voting member of all committees of the Local and of the Negotiating committee;

- (g) prepare an agenda for and chair all Executive meetings; Constitution and Strike committee meetings; and Stewards' meetings; or appoint a designate to chair these meetings;
- (h) ensures proper implementation of bylaws, and decisions of the Local's governing and support bodies;
- (i) prepare a written report at least one week prior to each General Meeting of the Local;
- (j) sign all contracts, cheques, and official documents of the Local, or ensure that they are signed, including the minutes of the General Meeting, and Executive meetings;
- (k) examine and either approve or reject any contacts between the Local and the media;
- (l) attend PSAC's national convention as the Local's chief delegate, or appoint a designate to attend in this capacity;
- (m) attend conventions of organizations that the Local affiliates with or has membership in, as part of the Local's chief delegate, or appoint a designate to attend in this capacity.

13.2. Internal Affairs Officer

The Internal Affairs Officer shall:

- (a) record or cause to be recorded the minutes of the meetings of the Executive and the General Meeting, and, jointly with the President, sign these minutes to attest to their accuracy;
- (b) maintain organized minutes, records, contracts, and reports in electronic and paper format;
- (c) ensure that all relevant information is distributed to the membership in collaboration with the Communications and Outreach Officer;
- (d) be responsible of the administration of new members, such as to ensure that new members have signed membership forms, and are met with their stewards;
- (e) work with Stewards to distribute information and materials;
- (f) ensure that standing committees (listed in article 14.7) are chaired, holding regular meetings, and submit minutes and reports to the Executive and Board;

- (g) oversee the implementation of all internal policies;
- (h) assist the President with the internal operations of the Local.

13.3. Communications and Outreach Officer

The Communications and Outreach Officer shall:

- (a) be responsible for creating and soliciting content for the Local's newsletter to be distributed regularly to the membership;
- (b) maintain an up to date and functional website that reflects the current activities of the Local;
- (c) ensure that written communication is available in both English and French, to the greatest extent possible;
- (d) be responsible for the visibility of the Local, on campus and in social media, and the communicating of relevant information to the membership and public;
- (e) be the first contact for general inquiries;
- (f) develop and coordinate political and outreach campaigns;
- (g) direct outreach and mobilization of the Local;
- (h) work with Stewards to distribute information and materials;
- (i) ensure that Steward training courses are available to all Stewards at least three (3) times per year or as required.

13.4. Treasurer

The Treasurer shall:

- (a) keep all financial records belonging to the Local, including transaction and budgets;
- (b) collect or cause to be collected the member's dues and other sources of revenues;
- (c) be responsible for communicating any relevant information between the chosen chartered financial institution and the Executive and keeping the accounts in a manner approved by the Executive;
- (d) deposit Local receipts in one or more financial institutions chosen by the Executive;

- (e) be a signing officer along with the President and one other member of the Executive Committee, and sign cheques issued by the Local;
- (f) coordinate the Finance Committee, and work with the Committee to prepare the budget and audit, and review any other financial matters;
- (g) with advice of the Executive, submit the preliminary budget to the Board of Representatives for revision and/ or approval at least thirty (30) days prior to the end of the fiscal year;
- (h) prepare an annual financial statement that, after being approved by the Executive and Board, is submitted for the approval of the General Assembly at the end of every fiscal year;
- (i) work with an auditor to complete an audited financial statement by March 31st of the following fiscal year;

13.5. Labour Relations Officer

The Labour Relations Officer shall:

- (a) set up grievance procedure, and inform members of the proper channels for submitting grievances;
- (b) receive grievances and, if necessary, initiate a grievance procedure;
- (c) communicate all progress and decisions concerning grievances to the concerned parties;
- (d) be an ex-officio member on the Negotiating committee, and all grievance-related committees of the Local;
- (e) act as a liaison between Stewards and members with the Executive and Board;
- (f) ensure that relevant information regarding labour standards and the Collective Agreement is accessible by the membership;
- (g) keep the Mobilization Committee informed of pertinent labour issues;

13.6. Vice President Floor Fellows

The Vice President Floor Fellows shall

- (a) be the official representative of Unit B;
- (b) work cooperatively with the rest of the AMUSE Executive and Unit B Stewards to ensure the smooth functioning of the Unit;

- (c) support Unit B members and ensure Unit B members have access to pertinent and relevant information regarding labour issues and the Local;
- (d) have a comprehensive knowledge of the Unit B Collective Agreement;
- (e) meet with and supervise all officers involved in the functioning of Unit B, such as Chief Stewards and members of Committees, making sure each are engaged in their assigned tasks and plans;
- (f) prepare a written report at least one week prior to the Unit B General Meeting;
- (g) with advice from the Treasurer, prepare a preliminary Unit B budget to be approved by the two Unit B Board Delegates (as defined in ss 11.2) at least 14 days prior to its approval at the Unit B AGM.

ARTICLE 14: Stewards and Committees

- 14.1. Only the Board of Representatives or the Annual General Meeting can convene standing and ad hoc committees to respond to specific needs and tasks;
 - (a) chairs of standing committees shall be elected by the committee members;
 - (b) chairs of ad-hoc committee should be appointed by the convening authority.
- 14.2. Committees shall conduct investigations, conduct studies and hearings, and make recommendations to the relevant governing bodies.
- 14.3. No action by any committee shall be binding upon or constitute an expression of the policy of the Local until it is approved by the respective governing bodies that convened the committee in question.
- 14.4. Committees may only be discharged by the governing body that convened them when their work is completed or the mandate of a committee is no longer deemed necessary.
- 14.5. Once a committee has completed a project (for standing

committees) or mandate (for ad hoc committees) they will complete an exit report, which will be presented to the BoR and made available to the membership.

14.6. The Standing Bargaining Research Committee shall operate under Regulation 15 of the PSAC Constitution.

14.7. The standing committees of the Local are:

- (a) Bargaining Research Committee (Unit A; Unit B)
- (b) By-Law and Policy Committee
- (c) Equity Committee
- (d) Solidarity Committee
- (e) Finance Committee
- (f) Health and Safety Committee
- (g) Mobilization Committee
- (h) Floor Fellows Committee
- (i) Executive Committee
- (j) Grievance Committee

Membership of standing and ad hoc committees will be determined at the first Board meeting after the Annual General Meeting and committee chairs will be elected by the committee members at the first meeting of the committee after the Annual General Meeting. Any member of the Local can join an internal committee at any time

14.8. The Stewards shall:

- (a) collaborate with the Labour Relations Officer and/or Communications and Outreach Officer and the committee for mobilization in the effort in addressing any concerns of members in their area regarding their working conditions;
- (b) ensure that these concerns are addressed by the Executive Committee;
- (c) together with the Labour Relations Officer and/or Grievance Committee, shall be charged with the investigation of any complaints, gathering of information, and the passing of recommendations to file grievances;

- (d) act as a liaison between the employees and the Executive Committee;
 - (e) oversee the implementation of the policies set out by the governing bodies and items of the collective agreement that are relevant to the members of their Unit (see Article 2.2.) and department;
 - (f) meet members and inform them of the activities of the Local;
 - (g) establish first contact with new members from their workplace;
 - (h) be represented in the Board of Representatives by twelve (12) Chief Stewards.
- 14.9. The bodies responsible for ensuring the timely preparation for Collective Bargaining for Units A and B will be their respective Bargaining Research Committees and elected Negotiating Teams.
- 14.10. Preparation for Collective Bargaining shall be conducted in accordance with the PSAC's procedures as defined in Regulation 15C. As such, the responsible bodies of the Local are to forward bargaining proposals to the PSAC Collective Bargaining Branch on PSAC-approved forms and in accordance with PSAC established timetables.
- 14.11. The Bargaining Research Committee will be the primary body charged with conducting thorough, appropriate research and member outreach prior to the date at which bargaining proposals are to be forwarded to PSAC. This research and outreach should include the distribution of proposal forms and questionnaires to the membership in both electronic and physical form in order to determine bargaining priorities and grievances with the clauses or implementation of the past Collective Agreement.

ARTICLE 15: Collective Bargaining

- 15.1. After reviewing the research and outreach findings, the Bargaining Research Committee will prepare a bargaining mandate that specifies the Local's priorities and outlines the clauses and issues to be brought to the bargaining table by the Negotiating Team.
- 15.2. The bargaining mandate is to be approved first by the Board of

Representatives, in order then to be approved by the membership at a Special General Meeting. Upon approval from these bodies, the mandate and priorities may be sent to PSAC.

- 15.3. Once the process of Collective Bargaining is under way, all substantial advancements and significant deviations from the Unit-specific member-approved mandate must be regularly communicated by the Negotiating Team to the membership of the Unit and to the Board of Representatives.

ARTICLE 16: Rules of Procedure

- 16.1. The “PSAC Rules of Order” shall be the basis for the rules of procedure of the various bodies of the Local.

ARTICLE 17: Amendment of Bylaws

- 17.1. All proposed amendments to the Bylaws should be submitted to the Board of Representatives in written form. The Bylaws and Policy committee shall be responsible for receiving, reviewing, and proposing changes to the bylaws. These amendments shall be submitted in written form to the Board of Representatives for review and/or preliminary approval
- 17.2. A proposal to amend the Bylaws must be approved by a two-thirds (2/3) vote at the General Meeting, and no amendments to the proposal will be permitted at this meeting.
- 17.3. Amendments to the Bylaws shall become effective upon the adjournment of the meeting, in which a Proposal was approved, unless otherwise specified in the Proposal.

ARTICLE 18: Declaration

- 18.1. Adopted May 2010
Amended February 2, 2011
Amended February 15, 2012

Amended October 10, 2012

Amended January 31, 2013

Amended January 28, 2014

Amended May 29, 2014

Amended Jan 30, 2018

Amended Jan 31, 2019

Amended Feb 4, 2021