

**University of Melbourne Student Union**

**Minutes of the Welfare Committee**

**Meeting 4/09**

***INQUORATE, CONFIRMED***

**10 AM, 17 February 2009**

**Location: Student Resource Room, Union House**



**Agenda**

**1. Procedural Matters**

- 1.1 Election of Chair
- 1.2 Acknowledgement of Indigenous Owners
- 1.3 Attendance
- 1.4 Apologies
- 1.5 Proxies
- 1.6 Membership
- 1.7 Adoption of Agenda

**2. Confirmation of Previous Minutes**

- 2.1 Minutes from meeting on 21-01-2009 (attached)
- 2.2 Minutes from meeting on 4-02-2009 (attached)

**3. Matters Arising from the Minutes**

- 3.1 USHCo Administrative Code, By-Laws and Position Descriptions (attached)

**4. Department Budget**

- 4.1 Proposed Budget (attached)

**5. Motions on Notice**

**6. Other Business**

**7. Next Meeting**

**8. Close**

**Meeting declared inquorate at 10.30am by Frances Lewis**

**1.3 Attendance**

Frances Lewis

**Absent**

Andrew Hallam, Velika Thomev, Liam Hedge, Kaitlin Ferris, Ruth Braham, Liz Patterson, Tristan Clack

**1.4 Apologies**

Liam Hedge

**1.5 Proxies**

Liam Hedge to Jesse Overton-Skinner

**Certified by Chair:**

**Signed:**

**Dated:**

**University of Melbourne Student Union**

**Minutes of the Welfare Committee**

**Meeting 2/09**

***UNCONFIRMED***

**3 PM on, 21 January 2009**

**Location: Student Office-Bearer Space, Union House**



**Agenda**

**1. Procedural Matters**

- 1.1 Election of Chair
- 1.2 Acknowledgement of Indigenous Owners
- 1.3 Attendance
- 1.4 Apologies
- 1.5 Proxies
- 1.6 Membership
- 1.7 Adoption of Agenda

**2. Confirmation of Previous Minutes**

- 2.1 Minutes from 21-1-2009 (inquorate) (attached)

**3. Matters Arising from the Minutes**

- 3.1 Planned Events
- 3.2 Department Budget

**4. Correspondence**

**5. Office Bearers' Reports**

**6. Other Reports**

**7. Motions on Notice**

**8. Other Business**

**9. Next Meeting**

**10. Close**

**Meeting opened at: 3.06 PM, by Shaun Khoo (Secretary)**

**Agenda Item 1: Procedural Matters**

**1.1 Election of Chair**

**Motion 1:** That Shaun Khoo chair the meeting.

Moved: Tristan Clack

Seconded: Shaun Khoo

**CARRIED WITHOUT DISSENT**

**Motion 2:** That the committee meeting be now moved to the Student Resource Room and the committee shall enjoy the comfort of a tidy, well lit and air-conditioned room.

Moved: Shaun Khoo (chair)

**CARRIED WITHOUT DISSENT**

## **1.2 Acknowledgement of Indigenous Owners**

So acknowledged.

## **1.3 Attendance**

### **2009 Office Bearers**

Tristan Clack (Welfare), Frances Lewis (Welfare), Shaun Khoo (Secretary)

### **Welfare Committee**

Kaitlin Ferris, Liam Hedge, Liz Patterson, Ginny Trescowthick

### **Absent**

Ruth Braham, Andrew Hallam, Velika Thomev

## **1.4 Apologies**

Velika Thomev

## **1.5 Proxies**

Velika Thomev to Liz Patterson

## **1.6 Membership**

No change.

## **1.7 Adoption of Agenda**

**Motion 3:** That the agenda be adopted.

Moved: Shaun Khoo (chair)

**CARRIED WITHOUT DISSENT**

## **Agenda Item 2: Confirmation of Previous Minutes**

### **2.1 Minutes from 21-1-2009 (inquorate)**

**Motion 4:** That the minutes be confirmed as a true and accurate record with the location amended to be the Student Resource Room.

Moved: Shaun Khoo (chair)

**CARRIED WITHOUT DISSENT**

## **Agenda Item 3: Matters Arising from the Minutes**

### **3.1 Planned Events**

Tristan spoke to the item. A breakfast club is being planned fortnightly involving negotiations with Baker's Delight. The cost is projected to be \$90 each time, approximately \$1,200 from the department's budget and each event will feed approximately 200 students. MUSUL has agreed to provide in-kind support (urns, toasters etc).

During discussion several points were raised including:

Whether there would be vegan options – there would be, gluten free options would also be available and negotiations with green grocers were underway.

Dumpster diving was discussed, but would not be covered by insurance and so was not considered viable.

The Victorian AIDs Council may be an option for in-kind support for a sexual health event and external organisations require further exploration, for example the State Government is

running a Syphilis-awareness campaign. Consultation with other departments is also seen as very helpful. Frances agreed to contact other departments.

### 3.2 Department Budget

It was generally agreed that a meeting should take place after Students' Council and the allocation to the Welfare Department was known, since setting a budget at the present time was seen as impractical.

### Agenda Item 4: Correspondence

Nothing to report

### Agenda Item 5: Office Bearers' Reports

#### 5.1 Frances' Report

Frances circulated a report at the meeting. It was noted that in order for it to be considered, Standing Orders must be suspended.

**Motion 5:** That Standing Orders be now suspended to allow France's report to be considered.

Moved: Shaun Khoo (chair)

**CARRIED WITHOUT DISSENT**

Discussion centres on stalls and rallies.

**Motion 6:** That the report be accepted.

Moved: Kaitlin Ferris

Seconded: Liz Patterson

**CARRIED WITHOUT DISSENT**

### Agenda Item 6: Other Reports

Nothing to report

### Agenda Item 8: Motions on Notice

Nothing to report

### Agenda Item 9: Other Business

#### 9.1 University Student Housing Cooperative (USHCO)

Tristan reported having met with the Department of Human Services (DHS) and consultation, planned discussions and ongoing discussions with other organizations including Yarra Community Housing, Melbourne Affordable Housing, Melbourne City Council and the Salvation Army. There was the possibility of 75% finance from the DHS if in partnership with a registered housing association. The DHS had recommended speaking to Yarra Community Housing and the Salvation Army regarding a lease.

Short and long-term proposals included the Hard-to-let list to be released on the Thursday of the following week. Additionally the Student Housing Working Group was meeting as well.

Discussion raised several issues including:

USCHO preliminary operating manual and other documentation that had yet to be formally tabled, including its Constitution and By-Laws.

Concerns were raised regarding the Salvation Army and the committee was referred to Rule 17.2 of Financial Regulations as the relevant regulation that it might appeal to.

Concerns were also raised regarding USHCO's accountability to the Welfare Committee since USHCO is a separate organization.

Tristan agreed to circulate USHCO documents as they are prepared. It was agreed that these issues are to be discussed further at future meetings.

**Motion 7:** To endorse the application process undertaken by USHCO to the DHS, Yarra Community Housing, Melbourne Affordable Housing, Melbourne City Council and the Salvation Army.

Moved: Liam Hedge

Seconded: Kaitlin Ferris

For: 3

Against: 0

Abstentions: 2

**CARRIED**

**9.2 Printing and Photocopying**

Liam expressed a desire for office-bearers to be accountable in what was being printed and photocopied in order to maximize the efficiency of the department. Discussion covered several proposals including separating printing budgets, periodical printing budgets and retrospective tracking of printing and photocopying budgets.

It was suggested that the office-bearers' opinions on the matter should be heard. Tristan found the idea amenable while Frances expressed some concerns regarding the practicality of reporting on printing.

**Motion 8:** The committee directs the office-bearers to include in reports a general indication of what has been printed and photocopied.

Moved: Tristan Clack                      Seconded: Liam Hedge

**CARRIED WITHOUT DISSENT**

**Agenda Item 10: Next meeting**

A meeting date was reached by consensus.

**Motion 9:** The committee schedules a meeting on Wednesday, 4 February, 2009 at 2pm to discuss USHCO documentation, the budget and other pertinent business.

Moved: Shaun Khoo (Chair)

**CARRIED WITHOUT DISSENT**

**Meeting closed at: 4.07 PM**

**Certified by Chair:**

**Signed:**

**Dated:**

**University of Melbourne Student Union**

**Minutes of the Welfare Committee**

**Meeting 3/09**

***INQUORATE, UNCONFIRMED***

**2 PM, 4 February 2009**

**Location: Student Office-Bearer's Space, Union House**



**Agenda**

**1. Procedural Matters**

- 1.1 Election of Chair
- 1.2 Acknowledgement of Indigenous Owners
- 1.3 Attendance
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- 1.6 Membership
- 1.7 Adoption of Agenda

**2. Confirmation of Previous Minutes**

- 2.1 Minutes from Meeting on 21-01-2009 (attached)

**3. Matters Arising from the Minutes**

- 3.1 USHCo Administrative Code, By-Laws and Position Descriptions (attached)

**4. Department Budget**

**5. Motions on Notice**

**6. Other Business**

**7. Next Meeting**

**8. Close**

**Meeting declared inquorate at: 2.20 PM, by Frances Lewis**

**1.3 Attendance**

Tristan Clack (Welfare Officer), Frances Lewis (Welfare Officer), Kaitlin Ferris, Velika Thomev, Jesse Overton-Skinner

**Absent**

Liam Hedge, Ginny Trescowthick, Liz Patterson, Ruth Braham, Andrew Hallam

**1.4 Apologies**

Liz Patterson, Liam Hedge

**1.5 Proxies**

Liz Patterson to Velika Thomev, Liam Hedge to Jesse Overton-Skinner

**1.6 Membership**

**Certified by Chair:**

**Signed:**

**Dated:**



The University Student Housing Co-Operative holds as its primary aim the provision of affordable accommodation to students in need. In addition, USHCO aims to provide support and foster a spirit of community and co-operation amongst all involved in the USHCO program.

USHCO, consistent with its policies and governing law, promotes institutional diversity and pluralism by promoting equitable access to opportunity, through policies such as open membership, non-discriminatory access to room and board and affirmative action in hiring.

Unlawful acts of discrimination or harassment are prohibited.

In addition, the USHCO community holds itself to standards of conduct that are more stringent than those mandated by law. Thus, even legal acts are prohibited under this policy if they discriminate against any USHCO community member(s) through inappropriate limitation of employment opportunity, access to USHCO residential facilities or participation in social, educational, house, organizational or other USHCO activities on the basis of age, colour, disability, gender, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status or weight.

# USHCO Administrative Code

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## Section I: USHCO Membership

### A. Membership Eligibility Categories

**1. Student Status:** The status of any registered, full-time student working towards an academic degree or teaching certification at a post-secondary school. The academic degree program must be progressive from any previous such programs the member has completed. USHCO recognizes two such subcategories:

**a. University of Melbourne, Parkville Students:** Any registered student at University of Melbourne (UoM) Parkville campus as of 5:00pm on the last day UoM normally allows a student to withdraw from the current semester, without losing eligibility for re-enrolment during the following semester.

**2. Grace Status:** The status of any person who does not meet the student status requirements of section IA1 but is deemed by USHCO to be part of the student community in accordance with the guidelines below. Members are allowed a maximum of three grace semesters. No person may live in an USHCO property in consecutive grace semesters, except for preparatory grace. No member shall be eligible for a grace semester their first academic semester in an USHCO property. The USHCO recognizes four such subcategories:

**a. 1<sup>st</sup> semester Grace:**

Any person who resided in an USHCO property during the preceding year's second semester, under the provisions of IA1, Student Status or IA2(d), Preparatory Grace Status may reside in the USHCO property in the following year's first semester.

**b. 2<sup>nd</sup> semester Grace:**

Any person who resided in an USHCO property during the preceding first semester under the provisions of IA1, Student Status or IA2(d), Preparatory Grace Status and who will be eligible under the provisions of IA1, Student Status or IA2(d), Preparatory Grace Status the following second semester. To receive a contract for the following second semester, the member must demonstrate to the Administrative Committee [or to staff], before its last meeting of the first semester, that s/he will qualify for membership under the provisions of IA1, Student Status or IA2(d), Preparatory Grace Status. Members who fail to do so shall lose their reservation rights immediately following AdCom's last first semester meeting and be terminated immediately or in bad standing as per Section IC of the AdCode.

**c. Incomplete Units Grace:**

Any person working to complete at least four units of incomplete class work at a

tertiary education provider in that semester. This category includes non-registered students. (This particular status may only be granted once.)

**d. Preparatory Grace:**

Any person who has graduated from a tertiary education provider, and is working in preparation to begin another degree program or is otherwise seeking academic preparation in accordance with the guidelines below, may be eligible for preparatory grace status. Such grace semesters count towards the maximum number of three grace semesters overall. To be eligible for a preparatory grace, members must apply the semester before their intended preparatory grace semester; otherwise it requires a 2/3rds majority of AdCom to approve a late application. No member shall be eligible for a preparatory grace semester during his or her first academic semester in an USHCO property. Only members who would commence preparatory grace status in a consecutive academic term would be eligible for preparatory grace. Studying for a qualifying exam and work that merely improves one's chances of admittance shall not be considered required work.

**i. Academic**

The member must be enrolled as a full-time student studying 8 units across the year, 5 of which must be required coursework for the degree program, or in an equivalent number of units to a full-time student. No more than 49% of one's units may be through online/distance learning.

**ii. Non-academic**

A member building a portfolio, doing research or other non-academic work qualifies for a preparatory grace semester if this work is unpaid, required for admission to the degree program, and involves a minimum of twenty-two (22) hours of work per week.

**iii. Mixed**

A member enrolled in fewer than six semester units which are required coursework for the degree program, but is doing non-academic coursework required for the degree program which involves a minimum of two and a half (2.5) hours of unpaid work per week for each deficient unit of required coursework.

**3. Means status:** Any person applying for USHCO residency is subject to a means test: applicants should be a recipient of or eligible to receive government assistance in the form of Youth Allowance, Austudy or Abstudy.

## **B. Unit Eligibility**

Only UoM students may live in units leased from the University of Melbourne.

## **C. Termination in bad Standing w/Contract completion:**

AdCom is empowered by 2/3rds majority to allow a resident who is deemed not to meet any of the student status requirements to finish residence in a current semester. Such residents are still terminated in bad standing. A failed vote results in immediate termination of contract with termination in bad standing.

## **D. Summer Eligibility**

Students meeting any of the following requirements may reside as a member during the summer: Any student enrolled for the summer; Any student who met the status requirements of IA1 Student Status or IA2 Grace in the prior second semester; Any student who can document that s/he will meet the status requirements of IA1 Student Status or IA2 Grace in the following first semester.

## **E. Rules and Obligations**

1. Any member who is not a full-time University of Melbourne Student shall be required to fill out, and turn in to the USHCO office a form confirming student status for each semester of residency. Any member whose qualification is to be uncertain by USHCO staff, and members who fail to submit the student status form before the university withdrawal deadline for the semester in which such status is desired, must also obtain the approval of the Administrative Committee before or within the semester in question to continue residency in the USHCO property or be terminated in bad standing.

2. Each member is obligated:

- a. To pay all bills within the time specified by the proper authorities.
- b. To perform faithfully and as efficiently as possible all work assumed under the workshift system.
- c. To abide by the rules and regulations governing conduct in the house and to maintain and promote fairness and cooperation essential to congenial, comfortable and studious living conditions.
- d. To respect all rights of neighbours and to protect the organization from public censure arising out of individual or group conduct which may be construed as representative of the organization.
- e. To keep his/her room in a condition satisfactory to the house manager.

3. Any applicant who does not meet or give evidence of intending to meet the above qualifications will have his/her membership terminated that same semester. Any complaints are to be handled by the Administrative Committee.

4. The Operations Manager or his/her appointed agent shall be responsible for checking the registration status of all members and distributing proper forms to non-registered student members.

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All requirements under IA are for regular academic terms (1<sup>st</sup> & 2<sup>nd</sup> semester); see I.D. for summer requirements.

For example, a member who has an undergraduate degree must be enrolled in a full-time graduate program.

Those wanting a grace semester in a non-consecutive academic term must be approved by a 2/3rds vote by AdCom.

Fulfilment of the Non-Academic or Mixed Preparatory Grace requirements must be verified by literature from the degree program stating admission requirements and, when possible, by an academic adviser or supervisor.

Members terminated in bad standing for wilfully living in an USHCO property without meeting student status requirements are required to pay a \$400 fine and must return to AdCom to re-enter an USHCO property in the future.

## **Section II: Admission of New Members**

### **A. Application**

1. Each applicant shall fill out an application blank, sign the application agreement, and pay any required deposit upon filing an application.
2. At the time of entrance into the organization, the applicant shall pay such charges as specified in his/her contract and section IX of this code.
3. A new USHCO member's fee, as specified in the contract, shall be paid by each individual becoming a member for the first time at the time of his/her entrance into USHCO.
4. An application may be submitted on behalf of an unnamed applicant by a department head or faculty sponsor when such an applicant is to be a participant in a University authorized program to aid disadvantaged students or foster cultural exchange. Qualification under this provision is to be determined by the Administrative Committee. Such applicants shall conform to all regular provisions of assignment and deposit forfeiture.
5. Applicants accept all responsibility for non-delivery of mail or non-receipt of faxes.

6. Applicants shall provide a further written application with details of desired living habits, studies etc. so as to allow for placement in a residence best suited to them.
7. Applicants to be considered must have submitted to a means test, workload assessment and demonstrated their travel time to and from UoM Parkville campus.

## **B. Application Numbers**

1. An application number shall be assigned chronologically with each application accepted.

## **C. Deposits:**

1. A security deposit shall be required for the acceptance of a contract. Deposit amounts shall be specified in the contract.
2. A member whose deposit is in the Building Fund shall not be required to pay another deposit when reapplying for active membership; that portion of his/her deposit which was pledged to the Building Fund shall be reactivated upon his/her re-application for membership, at which time it shall become subject to all the USHCO rules of forfeiture.
  - a. In the event that part of the deposit is forfeited, the forfeited portion must be replaced when reapplying for active membership.
  - b. Income derived from forfeited deposits that have been pledged to the Building Fund shall accrue to the benefit of the Building Fund.
3. Deposits are refundable to members upon written request when they leave the USHCO property according to the provisions of the contract, if they have no reservation for the following semester. If a student satisfactorily fulfils the terms and conditions of his/her contract, the deposit will be refunded after the last semester of residence and after all outstanding bills are determined and paid.
4. When a member leaves with an unsettled account, the amount owed shall be deducted from his/her deposit and the balance, if any, refunded.
  - a. If attempts to collect bills greater than the deposit amount are unsuccessful, the house and the Central Office shall each have claim on up to half of the deposit.
  - b. In the event of forfeiture up to one-half of the remaining deposit will be available for the house bills if efforts to collect outstanding bills are unsuccessful.

## **D. Contracts:**

1. All USHCO Contracts and Leases are incorporated into this document as if fully set

forth in their present form, as are all future revisions to be effective when published. When conflicts appear, the provisions of the Contracts and Leases will take precedence over those of the Administrative Code.

2. Applicants signing a co-operative membership contract who are later found to be ineligible will be found to be in breach of contract. A fine of \$400 applies to wilful violations of student status policies. Membership eligibility is the sole responsibility of applicants.

## **Section III: Reservations by Existing Members**

### **A. Return of Reservation Agreement Cards**

Members must submit their Reservation Agreement cards on or before the date set by the Operations Manager if they intend to make a reservation for the new contract period.

1. Members who fail to meet the deadline date may submit reservations up to noon the following Monday after this date, but will receive a \$5.00 assessment.
2. Members who submit their Reservation Agreement cards after this second date will receive priority under Section V.A.2.
3. Members wishing an extension of this deadline date must receive approval in advance from the Operations Manager.

### **B. Official House Lists Posting**

After the deadline, the Housing Supervisor shall make up an official house list of all returning members for each house. Such lists shall be posted by the house. Members are responsible for checking this list to make sure that their Reservation Agreement card has been received.

### **C. Contract Distribution**

Contracts shall be distributed to each person whose name appears on the above lists.

The applicant shall obtain the necessary signatures on the contract and return a copy to the USHCO office by the specified deadline. Second semester contracts shall only be distributed to new and transferring members.

1. Failure to return the contract by the due date shall result in cancellation of the reservation. All such members will receive priority under Sections V.A.2 and 6.

#### **D. Non-delivery/non-receipt**

1. Members accept all responsibility for non-delivery of mail or non-receipt of faxes.
2. USHCO shall not be responsible for non-receipt of documentation unless the member can furnish evidence proving otherwise.

### **Section IV: Contract Termination and Disposition of Deposits**

#### **A. Termination of the contract by USHCO**

1. USHCO may administratively terminate the contract with the permission of a Central Office Supervisor under the following circumstances:

- a. Failure of the member to meet any of the membership qualifications or obligations placed upon him/her by the USHCO Member Contract, USHCO By-laws, this Administrative Code, the USHCO Articles of Incorporation, or the Constitution or By-laws of his/her respective house, subject to the procedure prescribed in section IV.A.2 below. Disposition of the member's deposit shall be at the discretion of the Administrative Committee.

- b. Non-payment of bills — Reinstatement may be made by the Administrative Committee for exceptional reasons. Members shall be terminated if they are delinquent by at least the following amounts: One full payment after the second payment day, one half of a full payment three weeks after the final payment day, \$75 at the end of the semester. Exceptions may be made if payment schedules are made at C.O.

- c. When a member or applicant does not claim his/her reservation by the Friday of the first week of the semester or notify the USHCO office prior to that date of late arrival, USHCO shall retain a cancellation fee from his/her deposit, as specified in the contract, and s/he shall be charged for room and board in accordance with the provisions of section IV.B.2.e until USHCO finds an acceptable substitute to accept the contract, and said substitute officially assumes the contract and begins payment. In no case shall an applicant whose contract

has been terminated under this provision be considered to have earned any seniority within USHCO as a result of contract costs, regardless of the date of effective termination.

**d.** If a member has a health condition which in the opinion of a competent medical authority presents a clear and significant danger to the health of other members. The member's deposit shall be refunded in this case.

**e.** If a member fails to meeting the conditions of the contract including owing 20 or more hours of workshifts

**f.** If a member displays delinquent behaviour or that is to the detriment of other house members.

**2.** Termination of contract under sections IV.A.1.a & b shall be conducted as follows:

**a.** USHCO will send a notice of prospective termination and eviction to the member the day the fifteen-day notice is signed. Notice is to be sent in the house run and emailed to the member. This notice shall include information explaining cause for termination, appeals procedures, and deadlines for appeal to AdCom or the Board of Directors.

**b.** The member may appeal to AdCom and/or the BoD

**c.** A member may appeal from the BoD to AdCom after a BoD decision only with permission from the USHCO President. The President can only grant this permission if he/she is convinced new information will be presented.

**d.** If the member misses the BoD appeals filing deadline, and if the BoD agrees to hear the appeal anyway, the member will be charged a \$5.00 fee.

**e.** The Board of Directors shall hear the membership termination appeals and decide them according to the USHCO Articles of Incorporation, By-laws, and Administrative Code. Members appealing successfully will not be held for costs.

**f.** Three days prior to the effective termination, USHCO will serve the member with a three-day notice of eviction. A process server will serve this notice. During the following three days, the member shall have the opportunity to remedy cause for termination (such as paying delinquent rent). Note: the three-day notice, when served, means that USHCO will have elected to, and will actually, declare the member's contract to be terminated.

**g.** The day of the effective termination, unlawful detainers will be filed, and delivered by a process server, against all members who have not appealed or whose appeals have not been granted by the Board. Members delaying remediation of cause until this late date may be subject to eviction for cause. Members served with unlawful detainers shall not be re-admitted upon remediation of cause.

**h.** Process servers shall be hired by USHCO at its own expense. If a USHCO member is hired, that person cannot be an employee in any other capacity and

shall be compensated with a cash stipend equivalent to one workshift hour for each member so served.

### 3. Reinstatement

- a. Any member terminated under section IV.A.1.a. or IV.A.1.b. of the AdCode shall be re-admitted upon the approval of the Administrative Committee. A two-thirds majority of the Administrative Committee is required for said reinstatement. No person may request reinstatement more than once in a semester. The Administrative Committee Chair may waive this limit if the ex-member presents the Administrative Committee Chair with new evidence that may affect the decision.
- b. Any persons wishing re-admission to USHCO, whose delinquent payments have been referred to a collection agency that keeps half of any debt collected as its fee, must secure permission by a two-thirds vote of AdCom before re-admission.
- c. No person may request reinstatement in more than two different semesters. If the Administrative Committee has denied requests for reinstatement in two different semesters, the person may not be reinstated.
- d. Any person whose contract is terminated under the provisions of Administrative Code sections IV.A.1.a, IV.A.1.b, or IV.A.1.e, after having been reinstated under section IV.A.3.a, may never be reinstated.
- e. Any person who would like to be reinstated to USHCO must resolve all debts through AdCom before s/he may ask to be reinstated at AdCom.
- f. Any member who has received an eviction from an USHCO property may not ever be considered for reinstatement. Under no circumstances may such members appeal to AdCom.

## B. Termination of Contract by Member

**1. Without deposit retention or other penalty** — Upon request of the member, the Administrative Committee shall terminate the contract without deposit retention or other penalty (provided the member has not been dilatory in notifying the USHCO office of his/her departure) for the following reasons:

- a. If a member is forced to leave the USHCO property due to non-acceptance by the University or withdrawal enforced upon the student by the University.
- b. If a member is forced to leave the organization due to illness sufficiently severe to require withdrawal from the University. Medical evidence is required in such cases.
- c. If a member is involuntarily inducted into active military service.
- d. If a member is forced to leave the organization due to circumstances entirely beyond his/her control and reasonably unforeseeable to a degree that the member could not have submitted a notice of cancellation on time, as determined by the Administrative Committee.

e. If a member is forced to leave the organization due to absolute economic hardship or family crisis as judged by the Administrative Committee. The “absolute economic hardship” must not have been reasonably foreseeable such as to have allowed timely cancellation of the contract and must be documented as the cause rather than the result of the member’s untimely cancellation or departure from the USHCO. Withdrawal from the University will not, in itself, serve as sufficient verification of absolute economic hardship or family crisis as grounds for waiver of contract rights or obligations by the member or the USHCO.

f. A full boarder may become a dinner-only boarder. S/he must notify the USHCO office three days in advance of his/her change.

## **2. With penalty**

a. A room and boarder who terminated his/her contract after the deadline date for cancellation of his/her contract without meeting any of the above provisions in IV.B.1. shall have a cancellation fee retained from his/her deposit by the USHCO, as specified in the contract. S/he shall be charged for room and board and any other charges in accordance with the provisions of the contract until USHCO releases him/her from the contract. If the late cancellation is made prior to the fourth week of classes (as defined by the Academic Calendar of the relevant tertiary education provider), USHCO will release the member from further room and board charges on the 31st day of the contract period if s/he has not already been released through the following replacement process. Members are released from their contracts in chronological order of cancellation as suitable replacements assume contracts and begin payment. Should a member request cancellation of his/her contract after the cancellation date, USHCO reserves the right to assign another applicant to the member’s room and to assign the member to another property until s/he is released from his/her contract.

i. The deadline date for contract cancellation shall be the Wednesday of the fourth to last week of the preceding semester.

ii. Applicants on the waiting list for USHCO residence have priority over applicants found by the terminating member.

iii. A member who has cancelled his/her contract shall be responsible for his/her workshift hours until his/her replacement assumes the contract. In case s/he is unable to do the work, s/he must pay the Central Level workshift rate per hour missed to the house.

iv. Persons cancelling their contracts after the cancellation date shall not be held responsible for the cost of raw food, commencing three days after they officially leave the USHCO property.

v. A member cancelling a summer term contract after the third payment date shall have a cancellation fee retained from his/her deposit by USHCO, as

specified in the contract. S/he shall also be responsible for two weeks of rent or room and/or board charges from the date s/he cancels late.

**b.** A boarder who has terminated his/her contract during the semester (as defined by the University calendar) without meeting any of the above provisions of IV.B.1. shall be responsible for paying three days board charges following the date of written notice to the USHCO office and \$25 (as of Spring 2008) of his/her deposit shall be retained by USHCO as per the boarding contract.

**c.** If the Administrative Committee feels that a member's application for termination of contract has merit but is not sufficient to fall under any of the above IV.B.1. provisions, or if the committee feels that the application is made in a dilatory manner, it may issue a special ruling terminating the contract but requiring some penalty.

**3.** In the event the Administrative Committee requests evidence prior to deciding on a particular case, the member shall be required to submit said evidence by the second Administrative Committee meeting following.

### **C. House to pay fines of members released from responsibility**

In the event the Administrative Committee releases a member from any fines, penalties, or charges on the grounds that his/her house's negligence caused him/her to take the action which resulted in said fines, penalties or charges then the sum total of all aforementioned fines, penalties or charges shall be charged against the account of the negligent house.

## **Section V: Assignment of Reservations**

### **A. Priority of Reservations**

Room reservations shall be granted to members and applicants, in the order listed below. Priority shall be determined on the basis of seniority first, and application number second. Members in each unit shall have priority for that unit as long as all reservation deadlines are met.

**1.** Members residing in the USHCO property for more than the last four weeks of the previous contract period.

2. Transfer requests by those members defined above, old members returning, and members who have boarded at the USHCO property for more than the last four weeks of the previous semester.
3. Members residing in the USHCO property for a minimum of six weeks of the summer.
4. Students participating in a University authorized program to aid underrepresented or economically disadvantaged students (e.g. Access Melbourne) or students from Indigenous backgrounds or with disabilities.
5. International students in Education Abroad Programs
6. Current or prior members in good standing of student cooperatives which either a) are affiliated with USHCO, UMSU or relevant student bodies or b) offer (or are considering offering) reciprocal priority for current or prior members in good standing of USHCO.
7. New applicants.

## **B. Last Minute Waiting List**

When all available reservations have been accepted, the Housing Supervisor shall establish the remaining applications as a Last Minute Waiting List.

## **C. Contracts Non-Transferable**

USHCO room and board contracts shall be non-transferable. Violation of this covenant shall result in immediate forfeiture of the entire deposit, the contract shall be terminated, and the member shall be liable for room and board charges until replaced.

## **D. Subletting disallowed**

Apartment sublets shall not be allowed. Violation of this covenant shall result in immediate forfeiture of the entire deposit, the lease shall be terminated, and the member shall be liable for rent charges until an eligible replacement assumes his/her contract.

## **E. Conditions for Contract Exchange**

A person in a room and board house may exchange contracts with another person in a room and board house at any time during the term provided the following conditions are met:

1. The house managers of both houses approve.

2. The workshift managers of both houses are informed.
3. Both members notify the USHCO office prior to the move.
4. They will not have their house seniority transferred until four weeks after checking into the new house.
5. There is a \$25.00 fine for people who fail to notify the USHCO office of a change in house.
6. A transfer fee is paid in the amount of \$25.00 when the contract signer misses the stop-moving deadline that is ten days after the beginning of the academic semester for houses .
7. All transfers shall be done according to current policies.

## **F. Boarding During Regular Semesters**

Each roomer shall be required to board during the regular semesters.

## **Section VI: Check-in Procedures**

All members shall be required to check in at either the USHCO office or the House by the Friday of the first week of the contract.

## **Section VII: Assignment of Rooms**

### **A. Seniority After Four Weeks**

A member who transfers from one house to another shall have full seniority rights after four weeks in the new house as if all his/her terms of USHCO membership were spent in the latter house.

### **B. Manager to Assign Rooms**

The house manager shall assign rooms to all roomer/boarders on the basis of seniority as determined by the house manager.

### **C. Roommates (A)**

Members are guaranteed roommates of their own sex if they wish. The USHCO will not release a member from his/her contract/lease obligations due to his/her roommate's

age, physical disability, ethnic background, marital status, national origin, political affiliation, race, religion, or sexual preference.

#### **D. Roommates (B)**

Members shall be released from their contract/lease for roommate incompatibility only if they demonstrate to the satisfaction of AdCom that the incompatibility significantly interferes in their life and that possible alternatives, such as room switches in houses and switches between houses, have been considered.

## **E. 10 days to Submit Assignment List**

The apartment or house manager shall have a maximum 10 days after the beginning of the semester to submit an assignment list to the USHCO Central Office, and three days to submit a list of the mid-semester assignments to the USHCO Central Office. These deadlines are enforced by a \$250.00 per working day fine imposed by the Central Office of the USHCO.

## **Section IX: Semester Rates**

### **A. Establishment**

The semesterly rate charges shall be established at the yearly budget meeting of the USHCO Board of Directors.

### **B. Duration of Semesterly Rates**

The semesterly rates shall include such academic days as are specified by the University calendar and start with the Friday before the first day of classes and end with the last day of final examinations, set to the best of the USHCO's ability.

### **C. Non-reserved Boarders**

All roomers/boarders without reservations as of the first day of the semester shall be charged pro-rata from the date of entry.

### **D. Commencement of Charge**

All boarders shall be charged from the day they commence boarding.

### **E. Houses**

1. If a house finishes semester two over budget, that house will be billed, through check-out slips, by the central office, to cover that debt. Members shall be billed no more than 10 percent of their rent.
2. Whenever a house's debt becomes \$10, the accounting manager shall write members a letter explaining the situation and describing what they can do about it.
3. Any house deficits shall be pro-rated by Central Office and charged to every member as a check-out slip charge.

4. Compensation [for room-only house summer managers] shall be budgeted at a ratio of one manager for every thirty members.
5. The savings a unit accrues from its budget will be credited to that unit's account.
6. A semesterly house audit system must be instituted whereby central-level managers review all non-centralized house accounts for the sole purpose of presenting regular, complete and accurate financial reports to members. Any and all financial information discovered by the audits must be presented to the appropriate house council.
7. All houses shall have two signatures on bank accounts and the accounting manager must be one of those signatories.

## **Section X: Non-Semester Periods**

### **A. Definition**

Non-semester periods are those periods as determined by the University calendar, falling between first and second Semesters, between second semester and summer semester and between summer semester and first semester.

### **B. Conditions of Non-Semester Period Boarding**

During the non-semester periods a roomer may choose to remain in a house without boarding that s/he has a contract to continue in the USHCO, provided that s/he complies with the regulations and procedures required by the USHCO.

(REVIEW THIS SECTION – MEANING UNCLEAR)

### **C. Caretakers**

1. Caretakers of closed houses shall be appointed by the council of that house.
2. In the event that a house council fails to appoint the caretakers prior to the beginning of exams, the Executive Director shall appoint them.
3. There shall be two caretakers for each house.
4. The caretakers shall be responsible to the Executive Director as well as to the house

council for the premises and property of the house. They shall perform the duties normally done by caretakers, such as minor repairs, forwarding of all mail, keeping the house clean, etc.

### **D. Responsibility During Break**

The Executive Director is responsible for all property during non-academic periods and thus may take action s/he deems fit to protect this property.

## **Section XI: Guests**

### **A. Definition**

A guest is defined as any person without a current USHCO contract in an USHCO House or Apartment.

### **B. Guest of Whom**

A guest shall be a former USHCO member, a guest of a member, or a guest of the organization.

### **C. Limit on Overnight Guests**

No one shall be an overnight guest for more than a total of 7 days, consecutive or non-consecutive, without special permission being given by the house council, which may extend the time by an additional 7 days, consecutive or non-consecutive.

### **D. Roommate May Object**

A member may not have guests in a room if a roommate of that member objects.

### **E. Visitors from Other Co-Operatives recognised by USHCo**

Visiting members of other student cooperatives shall be given three days room and board free if there are any vacancies. This person shall not be allowed two free meal guests per month. Unused privileges may not be granted to any visitor more than once in a thirty-day period.

## **F. Meal Guests**

Each member shall be allowed two free meal guests per month. Unused privileges may not be carried over to the following month.

## **G. Meal Guests to Sign Up**

A meal guest of a member shall be signed up by the member on a form prior to the meal. The guest's name must be entered on this list.

## **H. Limit on Meal Guests**

During a single week, no one may be a free meal guest of more than one member. Violation of the rule shall result in the charging of the normal guest rate to the second and succeeding members who sign the guest up during that week. Each member signing up a free guest shall be responsible for determining whether the guest has already been a guest of another member during that week.

## **I. Terminated Members**

Terminated members may not be overnight guests. Members terminated for violent or disruptive behaviour may not be guests in an USHCO property at any time.

## **Section XII: Guest Rates**

### **A. Determination**

The House Councils shall determine the guest rates.

### **B. Guests to Pay in Advance**

A guest shall pay for his/her charges in advance to the house manager or to the USHCO office, unless the charges are being billed to the member's account.

## **Section XIII: Payment of Bills**

### **A. Payment Policies**

1. Payment of the charges may be made in full at the beginning of the semester or in instalments as set forth in the contract/lease.
2. Payment may be made either through Centrepay, by negotiation with Centrelink, by cheque or money order, by direct deposit, or by internet banking.
3. Each member shall be responsible for the following information: the amount and due date of his/her regular instalment, the amount and accuracy of his/her billing by the house manager, and the amount of his/her unpaid charges from previous instalments.

## **Section XIV: Delinquent Bills**

1. Bills become delinquent if not paid by their due date or otherwise resolved by the member according to section XV of this code. A late fee shall be charged for each delinquent instalment as an approximation of liquidated damages. An additional fine shall be imposed two weeks later.
2. Membership may be terminated for non-payment and non-deferral of delinquent rent. Termination shall be conducted according to procedures described in AdCode section IV.A.2., subject to law.
3. Interest shall be charged on all unpaid charges at a rate approximating the cost of money to USHCO, to be determined annually by the Board of Directors upon the advice of the Executive Director.
4. A balance of \$50.00 or less will not be considered delinquent until after the due date of the final instalment of the semester.
5. In the event that no suitable disposition can be made of the account after a reasonable period of time and USHCO has exhausted all other possibilities open to it in attempting to gain payment, the services of other individuals or organizations may be employed by the Executive Director. These may include: the UoM Administration office, the Foreign Student Advisor, a Foreign Consulate, a legal representative, the Small Claims Court, or a licensed collection agency.
6. Members receive a three-day notice if their rent is delinquent after a fifteen-day notice. If a member does not pay following the three-day notice, USHCO will begin eviction proceedings. If a member receives more than one three-day notice in 18 months, their contract for the following semester will be cancelled. If the member appeals, AdCom must engage in a review of the member's financial history. Each time a member receives a three-day notice, they will also receive a letter informing them of our three-day notice policy.

## **Section XV: USHCO Payment Extensions**

1. The purpose of Payment Extensions on payment due dates shall be to provide alternate payment dates to members for the payment of USHCO bills, when, because of unexpected circumstances, they are temporarily short of funds and are unable to obtain funds elsewhere.
2. Members regularly receiving government income assistance or support through entitlement acts may request and be granted a payment due-date schedule with fortnightly or monthly payments rather than tri-semesterly.
3. The maximum individual payment extension shall not exceed the semester's rent, and the due date shall not exceed the last day of the semester without AdCom's approval. All applicants and recipients are subject to the usual rules regarding payment of bills and delinquency charges.
4. Each applicant shall fill out a payment extension application form. All payment extension applications must be received on or before the due date in question. For each application received after the due date, late charges as specified in section XIV shall be levied for all days preceding the receipt by staff of a written appeal. This exception will not apply to members whose financial aid is late because of late application. It must be documented that the financial aid in question was reasonably expected to have arrived in time to meet payment due dates and has been held up.
5. The applicant shall be asked to provide the following information, which shall be kept confidential among USHCO staff, AdCom, and any agencies involved in collection of delinquent accounts:
  - a. Amount requested and proposed payment date.
  - b. Reason for request.
  - c. Anticipated source of funds for repayment.
6. Staff shall administer payment extensions; their decisions may be appealed to AdCom. Members shall receive from staff both an oral and written explanation of their rights.
7. Payment Extensions shall be granted on the basis of need and financial responsibility. The Committee or staff shall have the power to deny any request for payment extension for reasonable cause.
8. Staff will explain verbally and in writing to members requesting payment extensions what their rights are. Members will be notified of their rights of appeal.
9. Staff shall be responsible for administering the payment extensions. Staff's decision may be appealed to AdCom. AdCom or staff shall have the power to deny any loan application for reasonable cause.

## **Section XVI: Interim Cases**

During the period between the last AdCom meeting of one term and the first meeting of that committee of the succeeding term, member complaints/grievances/appeals falling under sections 1-16 of the AdCode or the USHCO contract/lease may be resolved by consensus of a body composed of: one executive officer of the co-op, one staff manager, the member and/or member advocate or his/her designee. The resolution of the issue must be agreeable to the member and must be reported to the next meetings of the Board and the Administrative Committee.

## **Section XVII: Summer Operations**

- A.** The summer program shall begin on the day following the last day of final examinations of the second semester and end on the Saturday preceding the first day of registration for the first semester of the following year.
- B.** The Board of Directors shall designate which units of the USHCO shall be open during the summer period and what programs shall be conducted in each.
- C.** For convenience, summer operations in regular year room and board units are divided into these categories:
  - a.** Houses operating on room and board programs.
  - b.** Houses operating on room only programs.
- D.** Apartment units will be operated on the same basis as during the regular year.
- E.** Membership during the summer shall not be restricted as per the regular provisions of this code (i.e. sections IA1, IA2, and IA4).
- F.** The terms of office of all managers and caretakers shall be for the entire summer unless expressly stipulated otherwise.
- G.** Managers and caretakers, number and compensation thereof: Houses on room and board programs and apartment units will have their regular complement of managers. The compensation of these managers will be identical to that of their regular year counterparts. Houses on room only programs will have one manager (the house manager). Compensation for this position will be full room charges. Houses other than

above will each have two caretakers. Compensation for these positions will be full room charges.

**H.** Selection of summer managers and caretakers: All summer managers and caretakers shall be selected by the House Council during the second semester.

**I.** Unit Officers and Government: Unit officers, council positions not filled by the second semester governing body, and Judicial committee members in units falling under categories 1 and 2 shall be selected at the beginning of the summer period in a manner acceptable to the second semester unit governing body. This selection procedure shall be as similar as possible to the normal procedure of that unit.

**J.** Summer Contracts

1. Summer Contracts shall be of the following types:

- a. Room and board with five hours work per week.
- b. Room only with two hours work per week.
- c. Full Board with no work obligation.

2. No person shall be allowed to commence residence during the final four weeks of the summer term. Members holding first semester contracts will be exceptions to this policy.

3. Short term summer contracts to University or other co-op affiliated organizations will be granted, according to the following criteria:

- a. Issuing of contracts and the inhabiting of the houses shall not disrupt normal summer operations.
- b. A refundable deposit to total \$25/person is to be paid by the renting organization.
- c. No more than 90% of the available vacancies shall be assigned to such groups, and no more than 50% of the available vacancies shall be assigned to any one group.
- d. The issuance of these contracts shall be limited to:
  - i.* Student or University affiliated groups.
  - ii.* Co-op affiliated groups.
  - iii.* Other community related groups as permitted by the summer Executive Committee on a case-by-case basis.
- e. One contract shall be issued to the sponsoring organization, which will be responsible for enforcing the terms of this contract. The group shall pay a payment set at the present per diem rate per person in bulk.

- f. Assignment to houses shall be at the discretion of the houses.
- g. A maximum period for such short stays shall be set at thirty calendar days.

## **Section XVIII: The Administrative Committee**

### **A. Composition of the Committee**

1. The composition of the Administrative Committee (AdCom) shall be as follows: The Vice-President of Operational Affairs (VPIA) shall be the chair, the Operations Manager (OM) and USHCO Member Advocate (MA) are required to attend all meetings, and the committee shall have up to seven voting Members; one from each of the Houses which are selected by an election of all members (One member, one vote) In the event that an AdCom Member cannot attend, the regular board representative or another USHCO member approved by the House President must attend in his/her place. The VPIA, OM and MA make up the Administrative Screening committee and may reject incomplete cases by unanimous vote.
2. A maximum of one voting member per house maybe elected unless all the positions are filled
3. Once a house has been chosen to have a representative on AdCom for a particular semester, then that house shall not send another representative to AdCom until all the other houses as on the same rotation list have been chosen to send a representative.

### **B. Duties of the Committee**

1. The Administrative Committee representatives and Board representatives shall be excluded from voting on the Administrative Committee cases that involve them personally.
2. It shall be the duty of the Chairperson to notify the house councils when their house was not represented at a meeting of the Administrative Committee.
3. It shall also be the duty of the Chairperson to call meetings whenever necessary, usually every other week, and to notify all applicants with cases before the Administrative

Committee of the decisions of the Committee.

4. Upon petition of a member of a house, the Administrative Committee shall investigate the performance of said house to determine if there has been any systematic discrimination in services (i.e. cutting back on essential services to members in order to offset a deficit in the house's account with Central Office).
5. The Administrative Committee is empowered to fine a house for systematic discrimination of services and/or compensate a member at the house's expense.
6. Houses must select their Administrative Committee representatives before the second week of the contract. It shall be the duty of the Chairperson to coordinate training for representatives before the first meeting of the case hearings. Training materials, including the policy manual, must be sent to representatives before training. Representatives must attend training in order to retain their position.

A suggested training curriculum is as follows:

- mock cases of varying contestation
- quiz or test to be completed by representatives
- examples of applicable forms, such as payment and student status information

Trainings should include a comprehensive explanation of the Administrative Committee's duties and responsibilities.

### **C. Exceptions to Policy**

1. In addition to the duties already mentioned in the Administrative Code, the Administrative Committee, by a two-thirds vote of representatives present, has the authority (subject to the approval of the Board of Directors) to depart from the Administrative Code in unusual circumstances only if all other sections of this code, the USHCO contract, By-laws, and the Articles of Incorporation have been followed without resolution. When this section of the code is cited in an AdCom decision, the unusual circumstances must be stated. A representative may decline to vote only before a case begins; after this, representatives must vote yes or no in the final vote. They may not abstain, but they may make an official comment, to be recorded in the minutes, as to why they voted as they did.
2. The Administrative Committee, by a two-thirds vote of representatives present, has the authority (subject to the approval of the Board of Directors) to decide cases of unusual circumstances for which the Administrative Code makes no provisions. A representative may decline to vote only before a case begins; after this, representatives must vote yes or no in the final vote. They may not abstain, but they may make an official comment, to be recorded in the minutes, as to why they voted as they did. When this section is cited the unusual circumstances must be stated. Inappropriate use of this section shall constitute grounds for appeal.

### **D. Quorum and Voting:**

1. A quorum of a simple majority of the committee members must be present for a vote to be valid.
2. The chairperson of the Administrative Committee may not vote.

### **E. Board of Directors Review of Administrative Committee**

1. The Board may refer a case back to the Administrative Committee if new evidence has come to light which merits a rehearing of the case.
2. The Personnel & Operations Committee shall review all Administrative Committee decisions in order to consider policy questions which may arise as a result of cases brought before the Committee. The Personnel & Operations Committee may recommend policy or Administrative Code changes to the Board to resolve policy questions and provide guidance to the Administrative Committee.

### **F. AdCom Late Filing Fee:**

1. Any case brought to the Administrative Committee concerning student status that should have been dealt with in a previous semester shall be assessed a filing fee. If the case is filed for in the first three weeks following the start of the contract, the fee will be the equivalent of 2.5 workshift hours. If filed after the end of the third week, and before the end of the sixth week, the fee will be the equivalent of 5 workshift hours. If filed after the end of the sixth week, and before the end of the ninth week, the fine will be the equivalent of 7.5 workshift hours. Finally, if the case is filed for after the completion of the ninth week, the fee will be the equivalent of 10 workshift hours.

The member may only work off their filing fee at Central Level with the approval of the Operations Manager. If a member chooses to work off the filing fee, all work must be completed by the end of the semester. If the member does not show up for their workshift(s), they will be double fined for the work missed. The filing fees are not to be cumulative/combined. After voting on the case, the Administrative Committee may vote to refund the fee, in part or in whole, to the member.

## **Section XIX: Appeals**

### **A. Chair to Distribute Explanations**

The Administrative Committee Chair shall distribute, to all parties involved in each case, a written explanation of both the right to appeal and of the procedures which must be followed for an appeal.

## **B. Conditions of Appeal to Board of Directors**

Decisions of the Administrative Committee on specific cases — as opposed to general policy issues — may be considered by the Board only if brought to the Board under one of the following conditions:

1. Cases involving termination of a member for any cause other than ineligibility for membership or non-payment of regular charges may be appealed directly to the Board by the affected member.
2. Any other case may be appealed for procedural errors or for issues important enough for Board Consideration. A staff member must inform the member that an appeal is being considered. A house may appeal only if AdCom's decision holds it responsible for charges other than the loss of decentralization funds due to member cancellation, or if a house fine or charge is reduced or overruled. The house's appeal must be based on procedural irregularities.

**C.** Cases not exempted by Section XIX.B.1 shall be considered by the Cabinet. When considering appeals of AdCom decisions, the Cabinet shall proceed as follows:

1. The Member Advocate, a representative of the house, or the staff member shall present their reasons for requesting an appeal.
2. The AdCom Chair shall present her/his reasons for believing AdCom's decision to be procedurally sound.
3. The presentations shall be allowed an equal amount of time, determined in advance.
4. The Cabinet shall then consider the appeal. Unless consideration is extended by a simple 2/3 vote, consideration shall be limited to five minutes.
5. The Cabinet shall then vote on the disposition of the case. A simple majority shall be required for the board to hear the case.

## **D. Procedure for Appeals**

If any one of the parties listed in Section XIX.B.1. wishes to appeal a specific decision of the Administrative Committee, s/he must file a written request, specifying the reasons for the appeal, and the action desired, with the Chair of the Administrative Committee within five (5) working days of the committee's decision. The staff representative or Administrative Committee Chair must additionally announce to the Administrative Committee immediately after it has made a decision their intention to possibly appeal the decision, in order to retain their right of appeal. Failure to submit the request within this deadline, unless an extension has been granted (below) shall result in the forfeiture of the right to appeal the Committee's decision.

1. If one of the parties to the decision must be notified by mail, s/he shall have fifteen (15) days after the mailing of notification in which to mail or file the written request for appeal.
2. Once the Administrative Committee Chair has received the written request for

appeal and Cabinet agrees that the appeal meets the guidelines in section XIX A, s/he shall prepare a written report for the Board, which shall be sent to Board members and the parties to the appeal in the first Board packet prior to the Board meeting. This report shall include:

- a.** A complete summary of the case, and the action taken by the Committee, along with the reasons for it. The summary should attempt to answer any questions which the Board may have in regard to the case.
  - b.** The written request for appeal filed by the appellant.
  - c.** Explanations by each of the other parties to the case of their views, and specific action desired.
  - d.** An explanation by the Administrative Committee Chair of the relevant Administrative Code sections, and any other relevant USHCO policies.
- 3.** The Board shall not consider an appeal unless the above report has been presented to it prior to its meeting. If the report cannot be presented to the Board prior to the meeting immediately following the Administrative Committee decision, or if the parties to the case require more time to file an appeal, or explanation, the Administrative Committee Chair or USHCO President may grant an extension of the above deadlines.
  - a.** The Administrative Committee Chair or President may allow the written report and appeal to be presented to the Board at its meeting in urgent cases requiring immediate consideration of the appeal.
  - b.** Unless an extension is granted, the right of appeal shall not extend beyond the second Board meeting after the Administrative Committee meeting where the decision was made.
- 4.** When considering appeals from Administrative Committee decisions, the Board shall proceed as follows:
  - a.** The order of recognition for opening statements shall be as follows: AdCom chair, member appellant, member advocate or other designated representative, staff, other parties to the appeal.
  - b.** All parties to the appeal shall be allowed to make a two minute statement prior to the Board's final vote on the appeal.
  - c.** The Board shall then consider the appeal. Unless consideration is extended by a two-thirds (2/3) vote, consideration shall be limited to fifteen (15) minutes total (not including opening and closing statements, but including any parliamentary points or matters), and one minute per speaker.
  - d.** The chair shall set time limits for opening statements, between 1 and 6 minutes, taking into account the complexity of the issue. The chair shall consult the parties of the case beforehand, if possible, and each speaker shall be allotted the same amount of time to speak.

## **Section XX: Firearms**

Guns are not cool. Not in the house.

## **Section XXI: Habitability**

### **A. Member Responsibility**

Members are expected to act responsibly and cooperatively when attempting to solve problems of residence habitability or other problems which may arise in the course of membership. In particular, it is expected that solutions shall first be sought at the individual level, in consultation with the unit management. Then, if necessary, solutions shall be sought at Central level (i.e. the Habitability Inspector, Operations Manager, Central Maintenance, etc.), and finally at the Administrative Committee and the Board of Directors.

### **B. House Responsibility**

Houses are expected to make every reasonable effort to maintain the standards outlined in the Habitability Code.

### **C. Central Level Responsibility**

Central Level maintenance and management are expected to realize the import of habitability and to give appropriate priority to problems referred to them from the houses.

## **D. Administrative Committee Responsibility**

If the Administrative Committee notices a significant number of cases arising from violations of the Habitability Guidelines, it shall refer the matter to the Maintenance Committee.

## **E. Appeals on Habitability**

AdCom will not consider appeals based on habitability unless all other courses of action have been pursued.

# **Section XXII: Housing**

## **A. Housing Placement :**

### **1. Eligibility**

- a.** A person can get a summer contract if they attended any tertiary education provider the previous semester. A person who is enrolled at a tertiary education provider can get a summer contract if they can verify that they have ever lived in any student-housing co-op.
- b.** For members on first semester grace, AdCom can extend the deadline for demonstrating student status until the beginning of second semester.
- c.** Members who wish to return to living in an USHCO property and are former 'hard core' debt cases shall be required to secure the permission of AdCom before they may move back into an USHCO property. Hard-core debtors are those whose cases have had to be referred to a collection agency that keeps 1/2 of the debt as a fee if the debt is collected.

### **2. Transfers**

- a.** Members and new applicants receiving first semester assignment during the summer shall have the option of accepting the assignment and remaining on the waiting list for other choices.
- b.** USHCO regards all moves after the cancellation deadline as breaches of contract and a \$25 fee shall be charged in all such cases. In all such cases the USHCO will waive its right to collect double rent. In the event that members switch contracts, they will each be charged the \$25 transfer fee.

c. Swapping of contracts (switching of houses) by members will be allowed if: 1: both house managers agree, and 2: the gender ratio of both houses is not changed.

### 3. Room assignments

a. When a unit is no longer operable, the next semester's room assignments shall be made with the full participation of all members transferring from the inoperable unit. These members shall receive their full seniority points.

b. There shall be three rounds of bidding when houses conduct summer room assignments. First priority shall go to those who lived in the house during second semester. The second level will be those who moved from the house(s) chosen for the summer room and board program to room only houses and those moving to the room and board house(s) from another house. The third priority will include everyone else. Staff shall note on house lists where transfers to a house are coming from.

### 4. Disabled Accessibility: Assignment

A student who has a disability and needs an accommodation of a single room must provide verification of his/her disability and their need for a single room from the Disabled Students' Program at his/her tertiary education provider. If the student attends a tertiary education provider that does not have a DSP, s/he may provide verification from their doctor of their need for single accommodation. Verification must be provided

to the Housing Supervisor who will notify the House Manager of the student's need for a single room.

USHCO will reserve one single in each room and board house for disabled students needing the accommodation of a single room. Houses with a wheelchair accessible room must still reserve a disability single in addition to the wheelchair accessible room. Individual houses can decide to reserve a specific room or leave the last single open as the guaranteed single for disabled students. The room must be held open until room bids at the beginning of each semester. If a house has two rounds of room bids, then they must reserve a single room for a student with a disability until the second round of room bids. If no disabled student needs the room, then house members can bid on the room.

## **B. Member housing Obligations**

### **1. Deposits**

Deposits for all members are the first 4 weeks rent

People with prior bad debts must double their deposits.

### **2. Contracts**

The starting contract date will be the Friday before classes start.

When a member requests to be released from a contractual obligation based on a claim of a mistake by USHCO, the member should have corroborating evidence.

Managers shall refer all questions on contracts to Central Office.

### **3. Payments**

Three payment dates shall be established as per Board Action.

### **4. Squatter's Rights**

Squatting Issues will be referred to Adcom, then to the BoD if an appeal has been lodged

### **5. Live-in attendants**

Live-in attendants for disabled students will have the same priority while living with that person. As soon as they are no longer working for that person, they will be subject to the regular membership requirements.

USHCO staff may disallow live-in attendants with the approval of the UoM Disability Liaison Unit.

### **6. Membership Information**

Members will be required to provide their email address upon signing a contract. If they refuse to do so, they will be charged a \$5-15 administrative fee, the exact amount to be determined by the Finance Committee. If they refuse to pay the fee, they can submit a one-page statement as to why they refuse, and may then be relieved from payment of the fee.

Information on the membership of USHCO may only be disseminated with the approval of the Administrative Committee and the consent of the Board. Exceptions are: house officials on house business, organization officials on USHCO business, and collection of statistical data as required by law.

## **C. Boarders**

### **1. Charges**

The cost of first and second semester boarding contracts for apartment residents shall be reduced by the amount that they already pay as overhead in their rent.

A boarder shall be charged \$25 plus 3 days of food following cancellation of his/her contract.

The deposit for boarders shall be \$125.

Houses must require boarders to do workshifts. Dinner boarders are required to do two hours of workshifts per week. Full boarders are required to do three hours of workshifts per week.

Boarders may opt for nineteen meals a week (full board), seven meals a week (dinner only) or five meals a week (weekday dinner only.)

### **2. House assignment**

By majority vote of a house council, a house may require that an applicant for a boarding contract demonstrate to the satisfaction of the Administrative Committee his/her ability to fulfil the terms and conditions of the contract.

Each house council may specify how many boarders they are willing to be assigned by the central office. If a house does not specify to the central office the number of boarders they want assigned, the central office will cap the number of boarders at twenty percent of the house's room capacity.

All decentralized boarders must be approved by house council.

## **D. Illegal Rent-sharing**

### **1. Prevention**

Illegal Rent Sharing in USHCO properties will not be tolerated. If a house level

compensated manager or a Board or AdCom representative reports an illegal rent sharing situation to the Operations Manager, then the contracted USHCO member harbouring the illegal rent sharer will be charged an amount equal to the full room charges that the illegal rent sharer would have ordinarily paid USHCO for a non-rent sharing contract.

In all cases of illegal rent sharing not covered under Section F 1.1, the Operations Manager will charge the house where the illegal rent sharer was discovered an amount equal to the full room charges that the illegal rent sharer would have paid the USHCO for a non-rent sharing contract. The decentralized expenses for the illegal rent sharer will then be refunded to the house. That house council may pass the fine on to the individual member harbouring the illegal rent sharer. The member may then appeal that fine to the Administrative Committee.

## **E. USHCO Pet Policy**

Pets are not allowed in USHCO-organised residences.

### **1. Purpose**

- a. To ensure a safe environment for members.
- b. To minimize number of animals & avoid problems associated w/large pet population.
- c. To minimize the spread of allergens in the common living spaces.

### **2. Penalties**

Discovery of an unauthorized pet leads to the following remediation series:

- a. 1st Offence within a fiscal year:
  - i. Up to \$250 individual/\$500 fine assessed to house where pet is discovered.
  - ii. A 15 day notice is given.
  - iii. Immediate removal of the pet by Central Level..
- b. Repeat Offence (with same or different pet)
  - i. The member is fined an amount double that which was last assessed in the same fiscal year. .
  - ii. The same steps of pet removal and cleaning as above are taken.
  - iii. A member with more than one violation of the USHCO pet policy is subject to eviction.
- c. General

Central housekeeping and cleaning of common spaces within USHCO properties will be billed to the house/apartment unit..

If the pet is discovered in an unoccupied room or apartment complex common area that room will also be cleaned by central housekeeping. This cost is also billed to the house.

If the owner of the pet is identified, only the owner is billed. If the owner cannot be identified, the room or unit the pet belongs to is billed. If the room or apartment unit the pet belongs to cannot be identified the entire house is billed.

Trained guide dogs for the assistance of students with sight or hearing disabilities are not subject to the USHCO pet policy. .

## Section XXIII: PNGS and Terminations

### A. Central Level PNG Notification Policy

The acronym PNG stands for *persona non grata*. Individual houses and apartments, using a variety of distinct procedures, assign the label PNG to a person who is no longer welcome in that individual complex. A termination, by contrast, applies USHCO-wide and must follow formal USHCO termination procedures. This policy does not seek to formalize and make uniform the various informal and distinct PNG processes. Instead, this policy allows individual units to notify the central office in order to avoid one of the following scenarios: (a) Assigning an individual to a house from which he or she has received PNG status; (b) Hiring an applicant with PNG status for a job that requires that individual to enter the premises where he or she received PNG status; (c) Admitting a new member who received PNG status while a non-member for offences that would have resulted in termination had the non-member been a member; (d) Allowing an individual to “flee” from termination by transferring.

#### 1. The Policy

PNG status will be kept on file at the Central Office when, and only when, the following criteria are met:

- a. The PNG is made at a House Council meeting with quorum and a majority vote.\*
- b. The procedure must be properly documented.
  - i. Allegations must be described.
  - ii. The process of assigning PNG status must be described.
  - iii. Attendance and vote-count must be noted.\*\*
  - iv. It must be noted whether or not the individual receiving PNG status is an USHCO member.
  - v. It must be noted whether or not the individual receiving PNG status was present at proceedings.

*vi.* Minutes of the House Council meeting must be submitted.

*vii.* A written response from the individual receiving PNG status should be submitted if available.

\* Houses may use more rigorous voting requirements but not less.

\*\* A PNG form will be available outlining these requirements.

\*\*\* Adcom will treat attendance and vote count as good indicators of the seriousness of the PNG status when deciding cases (see below). If particular circumstances warrant that Adcom reconsider this assumption, reasons should be noted on the form.

## **2. Persona Non Grata Status Applied**

A member with PNG status must obtain AdCom approval in order to be:

- a. Assigned to live in a complex where PNG status was assigned;
- b. Considered for any HiCom-hired job requiring the individual to enter the premises of a complex where PNG status was assigned;
- c. Assigned a transfer to a new house if PNG status was assigned for offences that would have resulted in termination had the individual remained in his or her original house.

A non-member with PNG status must obtain AdCom approval in order to be:

- a. Assigned to live in a complex where PNG status was assigned;
- b. Admitted as a new member to USHCO if PNG status was assigned for offences that would have resulted in termination had the individual been a member;
- c. Considered for any HiCom-hired job requiring the individual to enter the premises of a complex where PNG status was assigned.

## **B. USHCO Termination Policy & Grievance Procedure**

Either the USHCO President, the member's house, Cabinet or the USHCO Administration may terminate membership. If your unit is considering terminating a member, please inform the USHCO President, Executive Director and Member Advocate.

The USHCO's Termination Procedure is required for all Central Office termination and is meant as a guideline for units seeking to terminate a member.

The Bylaws Section IIID. outlines the conditions under which membership may be terminated.

## JURISDICTION OF VARIOUS BODIES

### Origination

- a. Unit Council terminations are governed by unit policies. Additionally, they must conform to the mandatory sections of the termination policy.
- b. AdCom handles cases involving finances, student status, and interpretation of the contract and relevant policies.
- c. Cabinet handles cases based on investigation. Cabinet can terminate membership based on violence committed against people or the member in question, destruction of property, harm to USHCO, or harassment.
- d. The USHCO President with the concurrence of the Executive Director and Unit President or House Manager may terminate upon the finding that the continued presence of a member in a facility of the corporation constitutes an immediate danger to the safety of other members or themselves. In the absence of the President, the VPOA or VPFA may act as the President. AdCom may reinstate membership.

### Appeals

- a. Appeals of Unit Council terminations that are financial or workshift related go to AdCom. Cabinet will screen all other appeals of Unit Council terminations based on procedural error, mitigating circumstances, or of an issue so important that it requires the Board's attention. Cabinet will forward the appropriate cases to the Board for appeal.
- b. Appeals of AdCom decisions are screened by Cabinet based on procedural error or of an issue so important that it requires the Board's attention. Cabinet will forward the appropriate cases to the Board for appeal.
- c. Appeals of Cabinet decisions are made to the Board of Directors.
- d. When any committee is out of session, including Board and AdCom, Cabinet hears all cases and appeals.

### Cabinet Termination Requirements

The member must be made aware of a motion to terminate at least 72 hours in advance. Additionally:

- The member has the right to present at the termination session.
- The member has the right to have the Member Advocate or equivalent representative present.
- An involved house has the right to House representation.

Cabinet has the right to move forward on urgent cases after a good-faith effort has been made to contact the involved parties.

## Appeals Requirements and Procedure

### All appeals of termination must include:

- The member or that right waived by the member;
- The Member Advocate or equivalent representative or that right waived by the member;
- House representation or that right waived by the house.

## Screening Requirements

All appeals of termination must include:

- The Member Advocate or equivalent representative
- Committee Chair
- The VPIA will inform Board of all appeals that are denied by screening.

## C. Appeals Procedure for Terminations

When considering appeals, bodies shall proceed as follows:

- a.** The order of recognition for opening statements shall be as follows: the Committee Chair, member appellant, member advocate or other designated representative, staff, other parties to the appeal.
- b.** The chair shall set time limits for opening statements, between 1 and 6 minutes, taking into account the complexity of the issue. The chair shall consult the parties of the case beforehand, if possible, and each speaker shall be allotted the same amount of time to speak.
- c.** The body shall then consider the appeal. Unless consideration is extended by a two-thirds (2/3) vote, consideration shall be limited to fifteen (15) minutes total (not including opening and closing statements, but including any parliamentary points or matters).
- d.** All parties to the appeal shall be allowed to make a two minute statement prior to the final vote on the appeal.

When filing for an Appeal:

- 1.** If any one wishes to appeal a decision of a body, s/he must file a written request, specifying the reasons for the appeal, and the action desired, with the appropriate Chair within five (5) working days of the committee's decision. The staff representative or Committee Chair must additionally announce to the body immediately after it has made a decision their intention to possibly appeal the decision, in order to retain their right of appeal. Failure to submit the request within this deadline, unless an extension has been

granted shall result in the forfeiture of the right to appeal the Committee's decision.

2. If one of the parties to the decision must be notified by mail, s/he shall have fifteen (15) days after the mailing of notification in which to mail or file the written request for appeal.

3. Once the appropriate Committee Chair has received the written request for appeal a report shall be written by the Chair. The report should be distributed to all those hearing the case and those involved. This report, when relevant, shall include:

a. A complete summary of the case, and the action taken by the previous body, along with the reasons for it.

b. The written request for appeal filed by the appellant.

c. Explanations by each of the other parties to the case of their views, and action desired.

d. An explanation by the Chair of any relevant USHCO policies.

i. All relevant correspondence, dated.

ii. Applicable house termination policies.

iii. Minutes from all relevant council meetings including the following information:

o Vote count.

o Attendance.

e. Workshift history, hours up/down.

i. Workshifts assigned.

ii. Workshift sign-out sheets.

4. Unless an extension is granted by the USHCO President or Committee Chair, the right of appeal shall not extend beyond the second Board meeting after the meeting where the decision was made.

## **D. House Level Terminations**

It is required that the unit's termination procedure be fair. Procedurally, the following four elements must be present in a house level termination:

1. Ample effort must be made to notify the member in question of the house's plans to seek termination

2. A minimum of two house meetings separated by at least seven days must be held on the matter

3. All house level terminations are subject to appeal.
4. A member of the relevant Member Advocate service must be notified prior to termination hearings.

## **E. Suggested House Level Grievance Procedure**

### **INTRODUCTION**

The purpose of this procedure shall be to allow houses and apartments to discuss problems with a particular member, resolve any matters of fact and determine a fair and appropriate course of action. The Board of Directors shall consider that houses have followed a fair procedure when they adhere to this policy but always reserves the right to overturn a house decision. It is not required that a house follow this procedure in order to terminate a member.

Unless otherwise indicated “majority vote” means a simple majority of those house members present and voting in a quorate House Council meeting.. All house members attending may vote unless, at the Chair's discretion, a member has been absent from the meeting for a period of time significant enough to prevent the casting of an informed vote.. The House President shall hold the same powers as the House Manager, unless otherwise stated.

Quorum for all meetings shall consist of not less than twenty-five members in houses with at least 95 members, fifteen members in houses with at least 50 but not more than 94 members, and ten members in houses with less than 50 members.

Termination of membership applies to USHCO in its entirety, not only to the member's house, and is considered to be an option of last resort. Accordingly, members having problems with another member should first seek other remedies, including but not limited to mediation, arbitration and transfer. Members may seek the assistance of a Conflict Mediator, House Manager or the Member Services Manager.

Grounds for termination shall include failure of the member to meet any of the qualifications or obligations in the USHCO Contract, Articles of Incorporation, Bylaws or AdCode, or the Constitution, Bylaws or policies of her house.

### **STEP ONE**

The House Manager may request that the members with grievances and the member in question meet with a conflict mediator to attempt to resolve their problems. If either party refuses mediation or informs the House Manager that they were unable to resolve their problems, the grievance procedure shall continue.

### **STEP TWO**

The House Manager may call a meeting to discuss grievances without a petition. The House Manager shall also call a meeting if ten percent of the members or four members, whichever is greater, petition him/her stating that they are having problems with the

member in question, and requesting a house meeting to discuss these problems.

#### STEP THREE

The House Manager shall then write a letter to the member in question informing them that other members have requested that the house discuss their complaints in an open house meeting. The Executive Director shall help them write this letter if they request assistance. It shall include the date and time of the meeting, a complete list of any written complaints, any house action which the members with grievances have requested and notice that if the member cannot attend the meeting it may be rescheduled with the House Manager for no more than seven days later. The House Manager shall attach a copy of this policy to the letter and shall also post the letter prominently in a common area of the house.

The House Manager shall deliver this letter to the member in question at least seven days prior to the meeting. The House Manager shall make all reasonable attempts to deliver it in person but may post it on the member's door to ensure that she receives it. The member in question may waive the seven-day notice period.

The House Manager shall also inform the USHCO President and Executive Director of the proceedings. The USHCO President may appoint someone to attend the meeting who can answer questions about USHCO policies and procedures. The USHCO President shall also appoint someone to take minutes during the meeting. The minutes shall indicate what was said and the motions passed or actions taken during the meeting. They shall be confidential but made available to the member in question, the current House Manager, the USHCO President and the Executive Director. Minutes shall also be available to the Board of Directors if there is an appeal and to AdCom if the house refers the matter there. The member in question may request that the chair record the meeting. Copies of tapes, should the meeting be recorded, shall be available only to those who have access to the minutes.

#### STEP FOUR

Prior to the meeting the members with grievances and the member in question shall agree upon an impartial chair who may be a Conflict Mediator, USHCO Executive, member of the Board of Directors, the Member Affairs Manager, House Manager or an unbiased house official. It is strongly recommended that the chair not be a member of the house. If they cannot agree upon a chair the USHCO President and Executive Director shall appoint one. The member in question, the members with grievances and the chair shall establish the general procedures for the meeting. It is recommended that the house use Roberts' Rules of Order. There shall be a procedure to overrule the chair, and the chair shall retain the flexibility to extend time limits during the meeting if necessary. If they cannot agree upon procedures the chair shall establish them. The member in question and the members with grievances may appoint anyone to represent them at any time. If this person is not a member, they may speak and make motions during any relevant meeting. The Member Advocate shall give first consideration to representing the member in question and may not represent more than one party. It shall be the member's responsibility to contact the Member Advocate.

#### STEP FIVE

On the set date there shall be a meeting open to all house members and other individuals requested by those directly involved. At the beginning of the meeting the chair shall ask the member in question if they received the letter described in Step Three. If they did not the chair shall provide a copy. The house shall then discuss all relevant complaints. Anyone at the meeting may ask anyone else present for relevant information.

Members with grievances shall substantiate them with specific examples or evidence if appropriate. If anyone is uncomfortable with discussing a complaint or presenting evidence in the presence of the member in question they shall present this information to the chair before the meeting, and the chair shall ensure that the item is discussed.

Evidence may be witness statements and other relevant information.

The member in question shall have a full and timely opportunity to respond to any complaint or accusation and may also question and request statements from any other individuals to do so. The chair shall allow closing remarks and the member in question or their representative shall speak last.

At this meeting the house may take action only on one or more of the four options below. The procedure shall end at this point if the house takes either of the first two options. The house may:

- A. Refer the matter to the appropriate Central Level body by majority vote;
- B. Drop the matter by two-thirds vote; (As this is where a matter can end which is a serious and should not be taken lightly)
- C. Clarify and direct house management by majority vote to enforce both house level and USHCO policies; and
- D. Take any other action by majority vote that the member agrees to. If this involves the member's transfer to another house, AdCom shall consider the transfer.

Before adjourning the chair shall schedule another meeting at least one week and no more than two weeks later unless the house schedules a later meeting by majority vote and with the agreement of the member in question.

As in Step Three the House Manager shall write a letter to the member in question. In addition to the items in the first letter this one shall include a summary of the outcome of the meeting, a list of the various policy provisions of which the member may be in violation and a summary of the procedures the house shall follow in the future.

The House Manager shall also deliver the letter the same way but at least five days prior to the scheduled meeting. The member in question must receive this letter. The House Manager shall distribute the letter and the USHCO President shall perform the same functions as in Step Three.

The member in question may postpone the scheduled meeting up to one week for any reason. Then if the member demonstrates an inability to attend the meeting due to emergency conditions, the House Manager shall postpone it as needed.

STEP SIX

If possible, the same person shall chair the second open meeting. The chair shall read each item on the list of complaints with the policy provisions of which the member in question is believed to be in violation, allow time to discuss each issue and allow the member in question to respond to each complaint. The house may take one or more of the six possible options after discussing all of the items. The chair shall remind the house that a vote to terminate membership shall be a vote on the truth of the complaints. In addition to options one through four the house may:

E. Give the member in question a conditional contract by two-thirds vote of all house members present; and

F. Specify the grounds for termination by two-thirds vote, and then terminate the person's USHCO membership in bad standing by two-thirds vote of all house members present.

If the house takes none of the six options the chair shall declare that the matter is dropped pending appeal. The house shall not reconsider terminating the member in question under the same set of complaints.

#### WORKSHIFT TERMINATION

If a member owes more workshift hours than allowed by written house policy or the Administrative Code (Section IV.A.1.e.), the Workshift Manager must give written notice of possible contract termination due to excessive workshift hours owed. The member will be allowed at least one week to remedy the situation before a house level termination is considered. At the first meeting of a workshift termination the house may consider any of the six options listed in steps 5 and 6.

The Workshift Manager shall follow steps 1 through 6 in conjunction with the House Manager when this section of the Termination Policy is being used.

#### STEP SEVEN

To appeal the decision to the appropriate Central Level body, ten percent of the members or four members, whichever is greater, or the member in question shall give written notice to the USHCO President within five working days of the decision.

### **F. Guidelines for Hearing a Termination Appeal at the Board Level**

Information to be included in the Board Packet before the meeting:

(For appeals of a sensitive nature this information should be available at the meeting but not included in the board packet.)

- All relevant correspondence, dated.
- Applicable house termination policies.

Minutes from all relevant council meetings including the following information:

- Vote count.
- Attendance.
- Whether or not member was present.
- Short statement describing the entire process if it is unclear from the above info.
- Grounds of appeal statement by member\*

For workshift terminations the following information should also be included:

- Workshifts assigned.
- Workshift sign-out sheets.
- Workshift history, hours up/down.

\* The purpose of this statement is to guide discussion. If the grounds for appeal are procedural, then the meeting can focus on procedure. If the grounds for appeal are special circumstances, then the meeting can focus on special circumstances. If the grounds for appeal are both procedural and special circumstance, the issues can be dealt with in turn.

A worksheet outlining all of these requirements will be provided to the member seeking an appeal. The member advocate can assist the member in filling out the worksheet and determining appropriate grounds for appeal. A similar worksheet will be provided to the House President that requests the above info and asks the house to send a representative to the board meeting. The house may draft a statement to be read at the hearing in place of sending a representative.

Terms that require definition:

Semester 1 – 1<sup>st</sup> February – 1<sup>st</sup> July

Semester 2 – 2<sup>nd</sup> July – 30<sup>th</sup> November

Summer – 1<sup>st</sup> December – 31<sup>st</sup> January

Building Fund – Sinking fund for capital works and repairs

Central Office – Place where administrative work takes place



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## **Section I: MEETINGS**

### **A. Membership Meetings**

#### **1. Calling general membership meetings**

- a.** The Board of Directors shall have power to call a general membership meeting at any time.
- b.** The President of the corporation must call a meeting immediately upon the receipt of a petition signed by 20% of the membership requesting such a meeting. Members must be given not less than two days notice of any meeting, the time, place and purpose of which shall be specified in the call for the meeting. All Membership Meetings shall be held at wheelchair accessible locations.

**2.** 40% of the membership shall constitute a quorum, providing that at least 50% of the units have at least 10% of their membership present; a quorum shall be necessary to transact any official business.

**3.** A majority vote of the members present shall be necessary to pass a resolution, motion or approval.

**4.** A meeting shall have all the powers granted to the Board of Directors and may pass any measures it deems necessary. **5.** All such measures shall be effective unless vetoed by a vote of three-fourths of the total membership of the Board of Directors. In the event of such veto, however, it shall be followed within two weeks by a secret ballot of the entire membership on the issue, and a simple majority vote of all the members is necessary to overrule the veto.

### **B. Directors' Meetings**

#### **1. Calling Board of Directors' meetings**

- a.** The President must call a meeting of the Board of Directors at least once a month during regular sessions of the University and may call any others which s/he deems necessary.
- b.** The President must call a meeting of the Board of Directors upon the request of four members of the Board.
- c.** The Board of Directors shall have the power to determine the time and place of its meetings, except as noted in (a) and (b) of this section. All Board of Directors meetings shall be held at wheelchair accessible locations. **d.** Members must be given not less than two days notice of any meeting, the time and place of which shall be specified in the call for the meeting.

#### **2. Quorum classifications**

- a.** A quorum shall consist of sufficient members of the Board empowered to cast two-thirds of the total possible votes (a number equal to the total number of members), providing the majority of the units of the association are represented by at least one director.
  - b.** In the absence of a quorum at any meeting of the Board of Directors, subjects requiring prompt consideration may be submitted by mail to its members and their votes taken by correspondence when so ordered by the President or Secretary. Not less than two-thirds affirmative votes shall be required to pass any measure submitted by mail to the Board of Directors.
  - c.** In the event that quorum is lost after the Board of Directors has been duly convened with quorum, the meeting may remain convened so long as there are sufficient members present empowered to cast one half of the total possible votes (equal to one half of the total number of members). Taking such action shall require a majority of quorum, documented by a roll call, as long as the meeting itself does not have quorum. In other words, it takes one half of the total possible votes to entertain a motion and it takes over one third of the total possible votes to pass a motion. This paragraph shall be in effect only to the extent that it conforms to applicable state law.
- 3.** A simple majority vote of the Board shall be necessary to pass a resolution, motion, or approval.
- 4.** An absolute two-thirds majority of the Board of Directors shall be necessary to amend or suspend the Personnel Code, unless ten days written notice of the proposed amendment has been given.
- 5.** An absolute two-thirds majority of the Board of Directors shall be necessary to amend the Barrington Policy, unless ten days written notice of the proposed amendment has been given.

## **Section II. PLACE OF BUSINESS**

1. The main office of the corporation shall be in Union House Tin Alley University of Melbourne 3010

## **Section III. MEMBERSHIP**

### **A. Eligibility**

1. Membership shall be limited to all post-'secondary school students, as well as to members of the faculty of the University of Melbourne, Parkville.
2. Exceptions to the above may be made by the Administrative Committee in accordance with the provisions of the Administrative Code, subject to the approval of the Board of Directors.
3. Membership shall not be restricted because of race, religion, national origin, or political adherence.

### **B. Method of Admission**

1. The method of admission shall be as stated in the Administrative Code.
2. Acceptance into Membership
  - a. Each applicant shall not be considered a member until s/he has been accepted.
  - b. The acceptance of applicants shall be dependent upon the corporation facilities for accommodating them.

### **C. Rights and Privileges of Membership**

1. Each member shall have the following rights:
  - a. Right to attend all meetings.
  - b. Right to cast one vote at all membership meetings or polls.
  - c. Right to speak at all meetings.
  - d. Right to make and second resolutions, motions, or approvals at meetings.
  - e. Right to reside at or use the facilities of the corporation to which the member has been assigned.
2. The rights specified in paragraph 1, subsections (a) and (c), shall not apply during executive sessions of the Board of Directors.

## **D. Termination of Membership**

### **1. Membership may be terminated by the President:**

- a.** With the concurrence of the General Manager and a current House Manager or House President from the member's house, upon the finding that the continued presence of a member in a facility of the corporation constitutes an immediate danger to the safety of other members. The President shall set the time by which the member must vacate.
- b.** Upon the failure of a member to pay his/her bills in accordance with the procedures outlined in the Administrative Code.
- c.** Upon the recommendation of the Administrative Committee for failure of a member to meet the qualifications set forth in Article V of the Articles of Incorporation and Article III, Paragraph A of the USHCO By-laws.
- d.** Upon recommendation of the Administrative Committee for conduct in violation of the Administrative Code which the Administrative Committee has decided has not been effectively enforced by the house.

### **2. Membership may be terminated by a vote of not less than an absolute two-thirds of a house council after due notice and hearing.**

### **3. Termination of membership may be appealed by the member to the Board of Directors within two weeks, when the Board is meeting, of such termination. Appeals of a recommendation of termination by the Administrative Committee may be considered only with the appeal of the actual termination. The decision of the Board shall be final.**

### **4. Membership shall terminate immediately upon loss of eligibility status and all property interests of the member shall immediately cease.**

### **5. Former members, in good standing at time of departure, may be reinstated without payment of membership fee provided there are available facilities.**

## **E. Membership is non-transferable.**

## **Section IV. ORGANIZATION OF UNITS**

The Board of Directors may designate any portion of the operations of the corporation as a unit thereof.

The government and administration of the separate units is left to the members as long as their actions do not conflict with the policies of the corporation or in any way jeopardize the interest of the membership as a whole or the interest of other units. The Board of Directors shall act as a court to determine whether a unit is acting within the authority given it.

Unit Constitutions and By-laws not in conformity with the Articles, By-laws and policies of the corporation are invalid

## Section V. BOARD OF DIRECTORS

### A. Membership

1. There must always be a board of at least five (5) members to satisfy Consumer Affairs Victoria (CAV) regulations.
2. It shall be the responsibility of the President to recommend to the Board for approval two additional non-student directors from the USHCO Alumni Association and/or the University of Melbourne, Parkville. The terms of office of these directors shall be at the pleasure of the Board of Directors.
3. The remaining members of the Board of Directors shall be elected from the membership of the corporation by the members of the several units. Each unit shall elect one director for each seventy members, or fraction thereof, in the residential capacity of the unit.
4. In addition to the regular director duly elected by the membership of each house, each unit shall elect one alternate whose duty it shall be to attend directors' meetings and to vote whenever any regularly constituted director from that unit is absent. Alternate directors shall be elected at the same time that the regular directors are elected, but if an alternate director resigns or is unable to serve, a special election may be called in the unit to elect a new alternate director.
5. The delegation from each unit shall be allotted as their total number of votes the number of members of the unit they represent. The votes shall be equally distributed between each of the unit's representatives with any odd number of votes being cast by the senior board representatives of the delegation. Votes allotted to absent representatives shall not be cast by any person other than that person's bona fide alternate. The allocation of votes to directors other than unit representatives (pursuant to sections 1 - 3 of this paragraph) shall be as follows: Each director shall receive six votes.
6. Each student director is required to attend Board meetings and the meetings of at least one standing committee of the Board. Each director shall be required to specify which committee s/he shall attend at the first Board meeting of each semester, or his/her first meeting as a member of the Board. Each student executive is required to attend all Board and Cabinet meetings, and any other meeting specified under their job description.
7. Student directors and executives may not miss any two consecutive Boards or required committee meetings. Moreover, student directors or executives may not miss both a Board meeting and their required committee meeting in succession. The President shall inform the Board of Directors at the beginning of each meeting as to which directors or executives have missed two or more meetings consecutively. Such directors or executives shall be removed from the Board unless the Board votes otherwise by a simple majority.
  - a. As soon as a director has missed two consecutive meetings, the President shall inform the appropriate house president that the director will be removed at

the beginning of the next meeting, pending a vote of the Board. Should a director be removed, the President shall inform the President of the appropriate house, and the vacancy shall be filled according to regular house election procedures.

b. As soon as an executive has missed two consecutive meetings, the President shall inform Cabinet that the executive will be dismissed, unless the Board votes otherwise by a simple majority. Should an executive be dismissed, Cabinet shall distribute the duties of the dismissed executive among the other executives, until the next Board meeting. If none of the other executives are able to fulfil the duties of the dismissed executives, Cabinet may appoint any member to fulfil these duties until the next Board meeting.

## **B. Time of Election and Determination Procedures**

1. The total membership of the corporation and of individual units shall be determined by the President of the corporation prior to each meeting of the Board of Directors in order to determine the total vote to be allocated to each unit's delegation.
2. Directors shall be elected in the closing weeks of the semester and shall take office on the next day after the last day of the semester in which elected, and directors shall leave office on the last day of the corresponding semester in which elected one year thereafter.
3. Any unit may request a determination of its membership on the Wednesday of the fourth week of any semester. The unit shall then elect, or seat if previously elected, any additional directors which such a determination shows that it is entitled to elect and a unit may cast the total number of votes that a determination shows that it is entitled to cast. Such directors shall take office immediately and shall leave office as if elected for a year term during the previous semester.

## **C. Expenditures**

1. No expenditure of more than \$5,000 shall be approved by the Board of Directors unless it has been discussed at two consecutive Board of Directors meetings, except by an absolute two-thirds vote of the Board. The expenditure may be approved at the second of the above-mentioned meetings and may not exceed the amount specified at the first meeting by more than 10%.

## **D. Executive Sessions**

1. Executive session shall be defined as a closed meeting including members of the Board and any other persons designated by the Board in the motion to enter executive session or requested after the motion by a two-thirds vote.
2. The Board in creating on-going policy may include a provision for executive session if:

- a. There is a specific matter of a sensitive nature to be discussed in this session, and
  - b. The policy passes by an absolute majority of the Board at a regular meeting after the policy, including the provision for executive session, has been discussed at least one previous regular Board meeting.
- 3. No matters not explicitly designated in the motion to enter executive session may be discussed in that session.

  - a. All motions made and votes taken in executive session shall be a matter of public record.

## **Section VI. OFFICERS AND EMPLOYEES**

## **A. Term of Office**

1. There shall be three executives: a President, a Vice President of Internal Affairs, and a Vice President of Financial Affairs.
2. The terms of office of the executive positions shall be 1<sup>st</sup>, 2<sup>nd</sup> and summer semester.
3. All executives must be members of the USHCO for the duration of their term of office.
4. Only one person may hold any single executive position at one time.

## **B. President**

1. The President shall be elected by the Board of Directors. The President for the term shall be elected at the first Board of Directors meeting in 1<sup>st</sup> semester. The President shall not serve as Board Representative from any member unit concurrent with his/her term of office.
2. Duties and powers:
  - a. To provide student leadership for the USHCO
  - b. To preside at all general membership meetings.
  - c. To call meetings of the membership and Board of Directors as provided herein.
  - d. To appoint committees deemed necessary by the Board
  - e. To exercise the usual power given to the President of a non-profit organization.
  - f. To promote the general welfare of the corporation.
  - g. To attend and preside over all meetings of the Board of Directors
  - h. To preside over the Cabinet of the Board of Directors.
  - i. To abide by the Presidential Job Description, as approved by the Board of Directors and all provisions included in the Policy Directory.
3. The president shall have the privilege of casting tie-breaking or tie-making votes regardless of whether s/he holds the gavel during the vote.
4. A vacancy in the office of President shall be filled in the following manner.
  - a. The Cabinet of the Board of Directors shall immediately convene to elect a temporary replacement.

- b. A permanent replacement shall be elected by the Board of Directors as soon as possible. The election shall be advertised to the membership for at least seven days.

### **C. Vice Presidents**

1. The Vice Presidents shall be elected by the Board of Directors in the same manner as the President. The Vice Presidents shall not serve as Board Representatives from any member unit concurrent with their terms of office.
2. Duties and powers:
  - a. All Vice Presidents:
    1. Shall attend all meetings of the Board of Directors and the Cabinet.
    2. Shall assist the other executives in the performance of their duties at their discretion.
    3. Shall fill in for other executives in their absence until their return or until their replacement is elected.
    4. Shall abide by the Vice Presidential Job Descriptions, as approved by the Board of Directors and included in the Policy Directory.
  - b. The Vice President of Financial affairs is the Treasurer of the USHCO and shall perform the usual duties of that office.
3. A vacancy in an office of Vice President shall be filled in the following manner:
  - a. The Cabinet of the Board of Directors shall immediately convene to elect a temporary replacement.
  - b. A permanent replacement shall be elected by the Board of Directors as soon as possible. The election shall be advertised to the membership for at least seven days.

### **D. Compensation of Student Executive Officers**

1. The Board of Directors shall set compensation for all student executives and the Board shall set the compensation for the student executives, in the form of hours, partial or full room and board, money or any combination thereof. Rate of compensation may only be changed effective the succeeding semester. This applies to the rate of compensation and not the compensation of any individual officer.
2. Board shall vote on compensation two times each semester for all student executive officers.
3. Compensation may be denied or lowered by Board on the following grounds:

- a. Failure to fulfil duties as specified in their job descriptions
- b. Refusal to comply with Board directives
- c. Unauthorized use of USHCO funds

## **E. Impeachment**

1. If the performance of any board-elected official is so unsatisfactory as to severely interfere with the efficiency of the Board or services to members, then the Board of Directors may impeach the officer.
  - a. Board representatives may petition to impeach the officer. Should one third of the number of Board representatives sign the petition and submit it to the President, then at the next Board meeting the Board shall elect an Impeachment committee (PeachCom).
  - b. Cabinet may petition to impeach the officer. Should three of the five student executives sign the petition and submit it to the President, then at the next Board meeting the Board shall elect an Impeachment committee.
  - c. After the President is presented with a petition as specified in Section I.1.a or Section I.1.b, the Board shall elect an Impeachment committee. The petition must state the name and position of the accused officer, and the reasons allegedly contributing to the accused's disservice; the petition shall also name the originator(s) of the petition. A copy shall be given to the accused.
2. Before the Board is notified of the petition, the President shall have three days to inform the accused that an Impeachment committee will be elected at the next Board meeting, unless s/he resigns.
3. PeachCom
  - a. PeachCom shall be elected by the Board and shall consist of four members of the Board of Directors and one student executive. No two members may be from the same house; no more than two who signed the petition can serve on the committee. The committee shall elect its own chair. Quorum shall be four.
  - b. The committee shall gather evidence and testimony, and investigate the validity of the accusations and allow the accused to respond to the substance of charges made. The committee shall deliberate in its recommendation to the Board; the accused and his/her representative have the right to attend all meetings, except the deliberations.
  - c. The committee must report to the Board of Directors at the next regularly scheduled meeting. The PeachCom chair must prepare a written report containing the committee's findings and recommendations.

4. If PeachCom recommends impeachment, the impeachment hearings shall be conducted as follows:
    - a. PeachCom explains its recommendation
    - b. The accused and/or his/her representative shall be able to respond
    - c. Questions and debate
    - d. Closing statements made by the accused and/or his/her representative, and one member of PeachCom, chosen by the committee
    - e. Roll-call vote; an absolute two thirds is necessary to remove someone from office
5. Should the President be the accused, Cabinet shall choose a Vice-President to perform the duties of the President under this policy, including chairing the meeting when PeachCom is elected and when it gives its report.

## **Section VII. COMMITTEES**

### **A. Summer Board of Directors**

1. The Board of Directors shall delegate all the powers of the Board of Directors except to change the Articles of Incorporation or the By-Laws to a body which shall be called the "Summer Board of Directors." The Summer Board of Directors shall keep a book of the minutes of its meetings and report the same to the next meeting of the Board of Directors.

2. The Summer Board shall consist of:
  - a. One Summer Board Representative from each house selected by each house. In the case of their absence their house shall elect a replacement.
  - b. The President , without voting rights.
  - c. The Vice Principals of USHCo, with out voting rights.
  - d. One EA representative, to be elected by the Employees' Association.
3. Quorum shall consist of an absolute majority of the membership of the Summer Board
4. The Summer Board shall make no appropriations in excess of 0.1 % of the annual operating budget of the corporation for any item, project or budget category unless it has first declared that said action is an extraordinary matter such that the interests of the corporation compel immediate action. Said declaration shall require an absolute two-thirds vote of the Summer Board for action.
5. Each member of the Summer Board shall cast one vote.

## **B. The Cabinet of the Board of Directors**

1. **1st and 2<sup>nd</sup> Semester**
  - a. Consists of the President, all of the Vice-Presidents, two at-large cabinet members, the Long Range Planning Committee Chair, and the Social Managers Collective Chair.
  - b. Shall convene regularly to implement policies as established by the Board of Directors.
  - c. Shall take action in the event of an emergency when there is no time to call a meeting of the Board of Directors.
  - d. All actions taken by the Cabinet shall be reported to the Board at the next meeting of the Board of Directors.
  - e. The Board of Directors shall have the power to overrule or amend any decisions made by the Cabinet.
  - f. Quorum for the Cabinet shall be four. In the event that quorum cannot be attained, the General Manager and/or Operations Manager may be brought in as voting members.
  - g. Each of the Vice-Presidents and at-large members shall have one vote. All decisions of the Cabinet shall be made by majority vote.
  - h. The President shall be the chair of Cabinet.

**2. Summer**

- a.** Consists of the President, the Summer Vice-President, and three at-large members.
- b.** Shall convene regularly to implement policies as established by the Summer Board of Directors.
- c.** Shall take action in the event of an emergency when there is no time to call a meeting of the Summer Board of Directors.
- d.** All actions taken by the Cabinet shall be reported to the Summer Board at the next meeting of the Summer Board of Directors.
- e.** The Summer Board of Directors shall have the power to overrule or amend any decisions made by the Cabinet.
- f.** Quorum for Cabinet shall be three.
- g.** The President, Summer Vice-President, at-large members, and General Manager shall have one vote in all decisions of the Summer Cabinet. All decisions of the Cabinet shall be made by majority vote. The Operations Manager may substitute as a voting-member of the Summer Cabinet if the General Manager is absent.
- h.** The President shall be the chair of Cabinet.

**Section VIII. VOTING PRIVILEGES**

Each member shall have one vote. All members shall enjoy equal voting privileges. There shall be no proxy or absentee voting.

## **Section IX. POWERS OF MEMBERSHIP PETITION/VOTING**

Upon receipt of a petition containing the signatures of at least fifteen percent of the total membership with not more than one third of the signers from any one house, the President shall conduct a secret ballot of the entire membership regarding any issue on which the Board of Directors has taken action or declined to take action by the end of the next regularly scheduled meeting after the issue was introduced. The Board shall not take action to reverse the decision of the membership either in the semester of the ballot or in the following semester.

## **Section X. FEES AND ASSESSMENTS**

All corporation fees, dues, and assessments shall be set by the Board (A corporation fee shall be interpreted as an increase in fee that affects the workshift rate [policy directory]).

A four-fifths vote of the Board shall be necessary to authorize a membership assessment (A membership assessment shall be interpreted as a fee that is assessed across the board and has no effect upon the workshift rate [policy directory]).

A two-thirds vote of the Board of Directors shall be necessary to increase corporation fees or to adopt a budget including an increase in fees.

## **Section XI. AUDITS**

The USHCO shall have an independent, external audit every year. The USHCO shall have a full audit every two years.

## **Section XII. RULES OF PROCEDURE**

Any rule of procedure not covered by these By-laws or not included in the amendments hereafter enacted shall be determined according to Robert's Rules of Order, Newly Revised.

## **Section XIII. AMENDMENTS**

These By-laws may be adjusted, amended or repealed in the following manner:

- 1.** By a vote of the membership in which 50% of the members have voted. In order to change a by-law, 60% of those casting votes must approve. In any vote other than a by-law change, a simple majority of those casting votes, assuming a quorum is present, shall be required for passage. If a quorum is not met, the Board of Directors shall, by a simple majority, be able to direct a second election.
- 2.** By the assent of the majority of the members of the corporation, as evidenced by their signatures on any petition or other document enumerating the by-laws to be adjusted, amended, or repealed.

3. By a vote of the majority of a quorum at a meeting duly called for the purposes of adopting, repealing or amending these by-laws.
4. By two-thirds majority vote, or more, of the total number of the Board of Directors, providing that twenty-five days written notice is given to all voting members of the Board of Directors (this notice can be waived by the unanimous consent of the entire Board of Directors); provided further that any by-laws fixing or changing the number of directors may be adopted, amended or repealed only in pursuance of sections 1 and 2 of this article; and provided that the adoption, amendment or repeal of any by-laws by the Board of Directors shall be subject to the power of the members to change or repeal the By-laws in the manner duly prescribed herein.

## **Section XIV. BY-LAW JURISDICTION**

Except as otherwise provided in these By-laws, neither this corporation nor any unit thereof shall take a position on any issue which is not directly concerned with this organization, its units, or with the cooperative movement in general. Nor shall its facilities be used by other organizations, groups or individuals except under conditions prescribed or approved by the Board of Directors.

Upon the affirmative vote, or written assent of two-thirds of the entire membership, the corporation may take a position on any issue, unless the proposed position would, if adopted, endanger the tax exempt status of the organization, as determined by the appropriate federal, state or local governmental agency. If corporate funds are to be involved, the initiative petition and/or referendum ballot must so indicate. The exact wording of the proposed position must be included on the initiative petition or referendum ballot. It is the intent of the Board of Directors in adopting this article that

the President and/or Secretary shall be responsible for making inquiries to the appropriate governmental agencies to ensure that our tax status is not endangered prior to any referendum and prior to any public announcement of an official USHCO position.

# USHCO Board Of Directors

The Board is the sole governing body of the USHCO, and all members are welcome to attend, speak, and make motions at each of its meetings. Each house has at least one Board Representative, and some of the larger houses and apartments have a representative per 65 members they represent, and so may have more than one representative. The Board meets once every three weeks for several hours; on the first off-week, the Board Members meet in committee-based work groups; and in the second off-week the individual Board Members work with their committees.

The Board works as a representational democracy in which the houses elect Board Representatives; the Board Representatives elect the Executives; the Executives chair committees of the Board; the Board votes on proposals from the committees affecting USHCO continuing policy, and sets the annual budget for the Co-op. Executive positions that serve on the Board of Directors are the President, the Vice President of Financial Affairs (VPFA), the Vice President of Internal Affairs (VPIA), the Vice President of Member Affairs (VPMA), the Vice President of External Affairs (VPEA), and the Vice President of Capital Affairs (VPCA). Two to three Cabinet at Large members attend the Board as necessary.

## Board Committees

### ***Cabinet***

This is the committee made up of all the Executive officers as well as 2 to 3 Cabinet-at-Large positions that are elected by the Board. The Operations Manager and the General Manager also sit on Cabinet. Cabinet sets the agenda for Board and discusses time critical or sensitive issues in between Board meetings.

### ***AdCom (Administrative Committee)***

AdCom is responsible for deciding cases involving member disputes with houses or with the USHCO. Chaired by the Vice President of Internal Affairs (VPIA), AdCom is a special committee with seven elected representatives from seven randomly selected houses/apartments each semester. AdCom decisions may be appealed to the Board, providing the appeal meets several criteria. The Member Advocate advises and represents members at AdCom.

### ***MACom (Member Affairs Committee)***

MACom deals with issues involving member education and improving the quality of life in the USHCO. It has its own budget to fund educational and community outreach programs. M&MCom is chaired by the Vice President of Member Services & Member Education and is comprised of members of Board.

### ***FiCom (Finance Committee)***

FiCom deals with issues involving appropriation of money and other financial issues. Its primary responsibility is setting the annual budget each Spring, but it also deals with unexpected financial problems, and decides from which budgets extra expenditures should come. FiCom is chaired by the Vice President of Financial Affairs and is comprised of members of Board.

### ***ExCom (External Affairs & Long Range Planning Committee)***

ExCom creates the face of the USHCO via marketing, recruitment, and public/community relations. In addition, ExCom deals with long term issues such as buying houses and properties, creating long range fiscal & physical plant plans, and analyzing member recruitment/retention patterns. ExCom is chaired by the Vice President of External Affairs and is made up of members of Board.

### ***IACom (Internal Affairs Committee)***

IACom deals with matters pertaining to Central Level personnel, as well as by-laws and policies involving the day to day operations of the USHCO. IACom is chaired by the Vice President of Internal Affairs and is made up of members of Board. IACom is also called PoPCom.

### ***S&MCom (Safety and Maintenance Committee)***

S&MCom deals with policies regarding safety, physical plant, and maintenance issues in the USHCO. S&MCom is chaired by the Vice President of Safety and Maintenance and is comprised of the Maintenance Managers elected from each house and apartment.

# Central Level Office of House Level Management

## **FAQ**

*What's this policy about?*

This policy is proposal to split responsibility for House Level major managers' compensation between central level and the house level VOC process. In order to receive the portion of their compensation controlled by the central level, house level managers would need to follow MINIMAL guidelines and complete certain tasks that ensure an effective relationship between the house and the rest of the organization, and that the manager is using all of the organization's resources to serve their house. Again, these guidelines are MINIMAL tasks that managers should already be doing; this proposal is not intended to give central-level staff the ability to micro-manage house affairs.

*Doesn't this encroach on house level and student autonomy?*

As we have tried to highlight above, this policy is not intended to micromanage house affairs and as you read over the guidelines listed below you'll find that these are not intended to homogenize houses or make houses completely accountable to central level. Instead, they are tasks that are inherent to the job of a house level manager that a house would want their managers to be doing anyways but that would not necessarily be apparent to the average member voting on a VOC.

Furthermore, this policy, all of USHCO policy, and all operational directives for the central office originate at the STUDENT Board of Directors, made up of STUDENTS living at each and every house and apartment complex. If you are concerned that what the central office asks of house lever managers is unfair, unjust, or inequitable, use your INALIENABLE RIGHT as coop member and express your concern at a meeting of YOUR PEERS at the Board or any of its committees. This policy was developed by students just like you, acting autonomously.

## **Policy:**

- This policy applies to all the following positions or their equivalents for each unit. Standardized job descriptions with minimum performance requirements for each shall be made official and kept at central office. Managers will be informed of these guidelines during their initial and recurrent training.
  - House Manager- MR Supervisor
  - Workshift Manager- Op Manager
  - Kitchen Manager- Warehouse Supervisor
  - Maintenance Manager- Maintenance Supervisor
- Each Manager will have 60% of their compensation controlled by the unit, and 40% controlled by central level. The unit may disburse or withhold any portion of their 60% as the house council sees fit.
- Initially, all of the Central-Level Comp will be withheld until the manager has completed basic duties to become established in the job. Most of these apply to new managers: training, signing up for the USHCO email account, completing relevant forms for the bookkeeping/payroll department. See below for the specific duties for each manager. Once these duties have been fulfilled, half of the central level controlled comp (i.e. 20% of the total compensation) will be released.
- The remaining half of the central level controlled comp (i.e. 20% of the total compensation) will be withheld until the end of the semester to ensure accordance with basic guidelines, outlined below.
- Managers and their corresponding central level staffer shall meet personally by week 5 and again between weeks 5 and 10. At both weeks 5 and 10, the central level staffer will submit a report card on each manager, including a comments sections, to the houses by email or house posting.
- If by week 10 they are still not meeting guidelines, the meeting and report card will constitute an official warning that the compensation will be withheld.
- At the end of the semester, assuming a manager has met all performance guidelines, their central office liason will release the rest of their central level compensation.
- Each house will be informed, through the house president (if one exists) of the central-level status of their managers before elections for the following semester. Any member may ask for a verbal or written report of their manager's performance from the central level.
- A list of managers and their status shall be submitted to Board at the end of the semester and posted in the houses.
- Staff decisions to not release any amount of manager compensation may be appealed to Cabinet in the semester in question and the following semester ONLY. An appealing manager may use the services of the Member Advocate.

Removal policy

- Cabinet has the right to remove house-level managers from office for violations of USHCO or House policy that do not necessarily constitute a basis for termination of the manager's membership.
- If it is reported and corroborated that any manager has violated or sanctioned the violation of USHCO policy, their central office liason shall meet with them. This meeting shall constitute an official reprimand and a warning against future violations.
- If further reports are made, the central office liason shall nominate the manager for removal from their position. Cabinet will hear the case. The manager in question will have one week to prepare their case. During that week, the house will be informed of the Managers' nomination for removal and, as reasonable, the reasons why. At the meeting, the central office liason will present their reasons for nominating the manager for removal. The manager will be allowed to respond. The appealing manager may use the services of the member advocate. Cabinet may make any decision, including removal from office. Removals by cabinet may be appealed to board.

### **House Manager Guidelines**

To release initial half (20% of total):

- Attend house manager trainings (for new managers)
- Move in members
- Report no shows
- Coordinate parking

To release remaining half (20% of total), throughout the semester:

- With the Maintenance Manager, ensures completion and submission of Room Condition Reports
- Order furniture if necessary
- Move out members
- Fill out check out slips
- Prompt and effective communication with Central Office
- Maintain records of house account
- Balance the house budget
- Pay all house bills
- Collect house bills if necessary
- Collect fines
- Turn in house finance information to Central Office, such as receipts
- Pick up compensation checks from bookkeeping for receipts turned in
- Deposit checks or arrange for their deposit
- Act as contact person for any house member
- Maintain external relations with outside entities, such as city officials

- Facilitate member relations and manager disputes
- File incident reports
- Follows and enforces USHCO and House level policies, including but not limited to: budget/financial policies, Harassment and Sexual Harassment Policy, Substance Abuse Policy, Alcohol Policy, Party Policy, and any policies pertaining to safety and liability.

### **Workshift Manager Guidelines**

To release initial half (20% of total):

- Fill out all employment paperwork
- Report to Workshift Manager Training. (for new managers)
- Send in updated copies of house workshift policy to CO.
- Sign up to the USHCO email account.
- Must attend Workshift City Safety Training.

To release remaining half (20% of total), throughout the semester:

- Report to Central Office within 14 days of termination proceedings due to workshift policy violation.
- Report to CO when a workshifter owes 20 hours.
- Confirm CK workshifts.
- Communicate when workshifters can't make a CK workshift.
- Inform CK workshifters about CK policy.
- Clarify to CK exception, such as workshifters splitting shifts.
- Communicate to CK workshifters what is expected of them for a CK workshift.
- Provide evidence supporting reason behind any workshift fines being issued to members.
- Document workshifters who are up or down workshift hours for house level workshifts.
- If applicable, use Janeks' program to document workshifts.
- Follows and enforces USHCO and House level policies, including but not limited to: budget/financial policies, Harassment and Sexual Harassment Policy, Substance Abuse Policy, Alcohol Policy, Party Policy, and any policies pertaining to safety and liability.

### **Kitchen Manager Guidelines:**

To release initial half (20% of total):

- Fill out all employment paperwork
- Attending Trainings (for new managers)

- Sign up for email account

To release remaining half (20% of total), throughout the semester:

- Fill out all food/supplies orders correctly and on time
- Maintain communication with Central kitchen
- Insure that their kitchen is in compliance with the California Restaurant Act or work actively with Central Level to rectify any citations
- Discuss food Politics at house meeting or invite FSC to discuss food politics at house meeting
- Resolving kitchen related grievances in a timely fashion
- Follows and enforces USHCO and House level policies, including but not limited to: budget/financial policies, Harassment and Sexual Harassment Policy, Substance Abuse Policy, Alcohol Policy, Party Policy, and any policies pertaining to safety and liability.

#### **Maintenance Manager Guidelines:**

To release initial half (20% of total):

- Fill out all employment paperwork
- Attend trainings the first 2 semesters they are managers
- Sign for email account

To release remaining half (20% of total), throughout the semester:

- Make reports to central maintenance as needed
- Ensure, with the House Manager, the completion and submission of Room Condition Reports
- Maintain a good relationship with your central maintenance crew person, and meet on a weekly basis
- Maintain written records of work that is done
- Perform room inspections in the Fall and Spring Semester
- Fill out preventative maintenance forms and return them to Central Maintenance
- Purchase, pickup and keep stock of maintenance supplies
- Actively participate in the BAPs and HAPS process
- Attendance of BAPs tour is required
- Complete exit documents of past, current and future problems.
- Follows and enforces USHCO and House level policies, including but not limited to: budget/financial policies, Harassment and Sexual Harassment Policy, Substance Abuse Policy, Alcohol Policy, Party Policy, and any policies pertaining to safety and liability.

Welfare Proposed budget  
Surplus and Deficit Statement

	Current Month			Year to Date			FY Fo
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>INCOME</b>							
Grant - Student Council				7063	7063		0
<b>Total Income</b>							
<b>Less cost of goods sold</b>							
<b>Gross Margin</b>							
<b>Expenditure</b>							
Stationary				0	400		400
Photocopying				0	1000		1000
Telephone				0	300		300
O-week				0	107.04		107.04
Equipment Hire				0			
T-shirts				0			
Breakfast club				0	1500		1500
Housing/living conditions				0	2000		2000
NUS campaigns				0	1000		1000
union rights campaigns				0	1000		1000
antiracism campaigns					2000		2000
<b>Total Expenditure</b>				<b>0</b>	<b>9307.04</b>		<b>9307.04</b>
<b>Total Surplus / deficit</b>							
<b>Surplus / Deficit with corpor</b>							