

**BYLAWS**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3903**



March 2022

## Contents

|  |    |
|--|----|
| Article 1: Name .....  | 4  |
| Article 2: Objectives .....  | 4  |
| Article 3: References .....  | 4  |
| Article 4: Affiliations.....                                       | 4  |
| Article 5: Organizational Structure .....                          | 5  |
| Article 6: Membership .....  | 6  |
| Article 7: Dues and Assessments .....                              | 7  |
| Article 8: Executive Committee.....                                | 8  |
| Article 9: Officers .....  | 11 |
| I. Officers Sitting On The Executive Committee .....               | 11 |
| II. Other Officers .....   | 17 |
| Article 10: Committees .....                                       | 19 |
| Article 11: Trans Feminist Action Caucus and the Trans Caucus..... | 29 |
| I. TFAC.....   | 29 |
| II. Trans Caucus.....  | 30 |
| Article 12: Stewardship and Grievances .....                       | 31 |
| I. Stewards.....   | 31 |
| II. Stewards' Council .....  | 33 |
| III. Grievance Committee.....                                      | 34 |
| Article 13: Voting .....   | 34 |
| I. Basic Rules .....   | 34 |
| II. Ratification vote .....  | 35 |
| III. Amendments to the bylaws.....                                 | 35 |
| IV. Strike vote (see also Article 20) .....                        | 35 |
| V. Regular dues and special assessments .....                      | 35 |
| VI. The ballots' fate .....  | 36 |
| Article 14: Elections .....  | 36 |
| I. Electoral process.....  | 37 |
| II. Campaigning phase .....  | 37 |
| III. Election(s) phase .....                                       | 38 |
| IV. Installation of Officers and Terms of Office.....              | 39 |
| V. Vacancies/By-elections.....                                     | 39 |

|  |    |
|--|----|
| Article 15: Membership Meetings .....                                    | 40 |
| Article 16: Charges Against Members.....                                 | 42 |
| Article 17: Bargaining.....  | 42 |
| I. General.....  | 42 |
| II. Election of Negotiating Teams.....                                   | 42 |
| Article 18: Local Defense and Strike Fund.....                           | 44 |
| Article 19: Strike.....  | 45 |
| Article 20: Strike Vote .....  | 46 |
| Article 21: Ratification .....   | 47 |
| Article 22: Voting of Funds.....   | 47 |
| Article 23: Delegates to Conferences, Convention and Educationals.....   | 47 |
| Article 24: Amendments .....   | 48 |
| APPENDIX A – Equality Statement.....                                     | 49 |
| APPENDIX B – Rules of Order .....  | 50 |
| APPENDIX C – Ways and Means Fund .....                                   | 53 |
| I. Preamble .....  | 53 |
| II. Adjudication Process .....   | 53 |
| III. Appeals.....  | 53 |
| APPENDIX D – Extended Health Benefit Fund .....                          | 54 |
| I. Preamble .....  | 54 |
| II. Role of the Extended Health Benefits Committee.....                  | 54 |
| III. Adjudication Guidelines.....  | 54 |
| IV. Basic Eligibility .....  | 55 |
| V. Disbursement Factors.....   | 55 |
| VI. Eligible Expenses.....   | 55 |
| VII. Appeals.....  | 56 |
| APPENDIX E – Professional Development Fund .....                         | 57 |
| I. Preamble .....  | 57 |
| II. Criteria & Procedures .....  | 57 |
| III. Amounts & Distribution of Awards.....                               | 57 |
| APPENDIX F – Electronic Communications Rules and Posting Guidelines..... | 58 |
| I. Preamble .....  | 58 |
| II. Definitions .....  | 58 |

|   |    |
|---|----|
| III. Harassment and Discrimination .....  | 58 |
| IV. Electronic Communication Rules.....   | 59 |
| V. Appeals.....   | 59 |
| VI. Posting Guidelines .....  | 59 |
| VII. Moderator Job Description.....   | 60 |
| VIII. Template Messages .....   | 61 |
| APPENDIX G – Donations Policy .....   | 64 |
| APPENDIX H – Internal Sexual Assault Policy .....   | 65 |
| I. Goals of the Policy .....  | 65 |
| II. Survivor-Centric Approach .....   | 65 |
| III. Scope of the Policy .....  | 66 |
| IV. Terms Used in the Policy .....  | 66 |
| V. Training on Sexual Violence.....   | 68 |
| VI. Procedures Regarding Disclosures of Sexual Violence .....                                   | 69 |
| VII. Resolution Processes .....   | 71 |
| VIII. Informal Resolution .....   | 72 |
| IX. Internal Formal Complaint Processes.....  | 73 |
| X. Other Avenues of Complaint .....   | 78 |
| XI. Resources .....   | 79 |
| XII. Review of the Policy .....   | 79 |
| Appendix A: Complaint Resolution Committee - Documents and Further Procedures .....             | 80 |
| Appendix B: Confidentiality for Sexual Violence Disclosures .....                               | 86 |
| Appendix C: Resources Available for Survivors of Sexual or Gender based Violence .....          | 88 |
| APPENDIX I – Confidentiality Rules .....  | 92 |
| I. General Procedures .....   | 92 |
| II. Executive Committee .....   | 93 |
| III. Other committees/officers.....   | 94 |
| IV. Breaches of Policy.....   | 94 |
| V. Appeal.....  | 95 |
| VI. Draft confidentiality agreement .....   | 96 |
| Appendix J – Casual Hiring Process for Councils, Committees, Working Groups, and Caucuses ..... | 97 |
| Appendix K – Accessibility Policy .....   | 99 |

## Article 1: Name

The name of this union shall be The Canadian Union of Public Employees, Local 3903, York University, *Academics*, herein referred to as “the Local”.

## Article 2: Objectives

The objectives of this local are as follows:

- (a) To protect, maintain, and advance the interests of the members of the local.
- (b) To regulate the relations between the employer and the employees by means of collective bargaining and joint consultation.
- (c) To improve the quality of education at York University by means of active participation in the determination of teaching methods, curriculum, and course content.
- (d) To develop and maintain professional standards of skill and maintain fair rates, terms and conditions of employment for its members in recognition of their skill, and ensure them work opportunities within its jurisdiction.
- (e) To work for social justice within the labour movement and to defend sections of the working class who are not protected by collective agreements, such as non-unionized, unemployed and unpaid workers.
- (f) To defend the Collective Agreement.
- (g) To uphold the Local’s Equality Statement (see [Appendix A](#)).
- (h) To ensure that the bylaws of the local shall not be in conflict with the CUPE National Constitution.

## Article 3: References

Feminine pronouns shall be understood to include *all genders*.

## Article 4: Affiliations

In order to strengthen the labour movement and work toward common goals and objectives, Local 3903 shall be affiliated to and pay per capita tax/*affiliation fees* to the following organisations:

- (i) the CUPE Ontario Provincial Division;
- (ii) the Toronto CUPE Council;
- (iii) the Ontario Federation of Labour;

- (iv) the Toronto and York Region CLC Labour Council;
- (v) the Coalition of Student Employee Unions.

## Article 5: Organizational Structure

The *organizational* structure of the local shall consist of the following:

- (a) The Membership.
- (b) The Executive Committee.
- (c) The Stewards' Council.
- (d) **Caucuses:** Members of groups discriminated against on grounds enumerated in Article 6 of the 1990 Ontario Human Rights Code may choose to form exclusionary caucuses as per Article 18 of that Code. Such groups will present a description of their intended purpose and mandate, and the organizational and voting structure of the caucus. If the Executive Committee determines that the description conforms with these by-laws, the Executive Committee will recommend the approval of the Caucus and relevant bylaw amendments, to the membership of the Local. Caucuses can work toward new policy or on the basis of already existing policy, but they cannot contravene the Union's bylaws and must not act so as to undermine the policies duly-enacted by the general membership. Caucuses are accountable to both the Executive Committee and the general membership. Once a caucus has been recognized by the membership, any motion brought to the Executive Committee by that caucus shall be considered moved and seconded.

Current Caucuses:

Trans Feminist Action Caucus (TFAC) (see [Article 11](#))

Trans Caucus (see [Article 11](#))

- (e) Committees of the Executive Committee may be formed to make specific recommendations to the Executive Committee on any given issue. Committees of the general membership may also be formed, open to all members in good standing. Committees can work toward new policy or on the basis of already existing policy, but they cannot contravene the union's bylaws, and must not act so as to undermine the policies duly-enacted by the general membership. Except in the case of committees of the Executive Committee, members of all committees within the local shall be elected at a general membership meeting, or be appointed by the Executive Committee on a pro-tem basis in the case of vacancy. Once a committee has been recognised by the Executive Committee, any motion brought to the Executive Committee by that committee shall be considered moved and seconded.
- (f) Working groups may be formed to carry out the work of rank and file members. Working groups shall be open, self-determined, and semi-autonomous, but shall not contravene the local bylaws and must not act so as to undermine the policies duly-enacted by the general membership. A working group may only be formed by a duly executed motion of the general membership which

includes the objectives and process of the working group. Working groups are accountable to both the Executive Committee and the general membership.

Current Working Groups:

First Nations Solidarity Working Group  
Anti-Racist Working Group  
Student Power Working Group  
Electronic Voting Implementation Working Group  
Free School Working Group  
Social Space Working Group

- (g) Duties and conditions of employment of all Business Agents hired by the Local shall be inscribed in the minutes of the General Membership Meeting following the ratification of each renewal of the collective agreement between CUPE Local 3903 and CUPE Local 1281.

## Article 6: Membership

The membership of the Local shall consist of all persons employed under the terms of the scope clauses of Local's Collective Agreements who have applied for and been admitted into membership. In the event that a new bargaining unit is granted certification, the Executive Committee shall have the authority to establish, *pro-tem*, such structures as may be appropriate and necessary for the purposes of this unit's Collective Bargaining and shall bring by-law amendments regarding the new unit to the next General Membership Meeting for ratification by the membership.

The structure of the membership of the local shall be comprised of:

- (a) Unit 1 members, which consist of all part-time employees registered at York University as full-time graduate students and employed in teaching, demonstrating, tutoring, or marking.
- (b) Unit 2 members, which consist of all employees of York University employed in teaching, demonstrating, tutoring or marking save and except:
- (i) Persons who are employed in the Faculty of Law, the Schulich School of Business, the School of Administrative Studies, the Centre for Continuing Education, and in courses intended primarily for students who are not registered in a degree credit program;
  - (ii) full-time graduate students registered at the university;
  - (iii) Lecturers, and persons above the rank of Lecturer;
  - (iv) persons engaged in graduate level teaching in the Faculty of Environmental Studies;
  - (v) persons whose salaries are paid from other than operating funds,
  - (vi) persons holding full-time academic appointments at the University;

- (vii) all retirees from the full-time faculty whose terms and conditions of employment are governed by the YUFA collective agreement;
- (viii) persons employed in a confidential labour relations capacity.
- (c) Unit 3 members, which consists of all employees registered at York University as full-time graduate students who are members based on the Ontario Labour Relations Board Decision 0178-98-12, or based on any subsequent negotiations between the employer and the employees, or Ontario Labour Board rulings.
- (d) Unit 4 members, which consists of all Employees of York University in the City of Toronto employed as part time Librarians and Archivists, save and except supervisors and persons above the rank of supervisor and any person for whom a trade union held bargaining rights on the date of the Application.
- (e) No person shall be excluded from membership because of race, colour, creed, national origin, nationality, citizenship, ancestry, sex or sexual preference, transsexual transition status, gender expression and gender identity, marital or parental status, number of dependents, family, relationships, place of residence, religious or political beliefs, political or religious affiliation, political or religious activities, physical handicap or disability, or criminal record.
- (f) Any member whose employment terminates may maintain her membership for a period of twelve (12) months from the date of termination, and shall be considered a member in good standing, with all rights and privileges except those restricted by Ontario Labour Law. In order for such a member to extend their membership, they must contact the Recording Secretary/Research Officer within four (4) months of their termination to request that their membership be maintained for the aforementioned twelve (12) month period.
- (g) It shall be the responsibility of individuals seeking extended membership to provide her contact information to the Recording Secretary/Research Officer. If this contact information is not provided, the local shall not be held responsible for any breach of its obligations to provide that member with due notice as required hereafter by these bylaws.

## Article 7: Dues and Assessments

- (a) The regular monthly dues shall be established or altered by the membership of the Local only at a General Membership Meeting, provided that at least seven (7) days notice at the previous meeting or at least sixty (60) days written notice has been given. A two-thirds majority vote is necessary when amending the dues level.
- (b) Special assessments may only be levied in accordance with the rules and procedures set out in the CUPE National Constitution.
- (c) Currently, the dues per unit (applied to gross wages) are as follows:



- (i) Unit 1: 2.8%;
  - (ii) Unit 2: 2.3%;
  - (iii) Unit 3: 2.3%;
  - (iv) Unit 4: 2.3%;
  - (v) the monthly dues shall be \$1.00 per month for the extended membership as described in Article 6 (f).
- (d) Payment of initiation fees is a tangible confirmation of the desire to become a member of your local union and the Canadian Union of Public Employees. Each application for membership in the local union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of one (\$1.00) dollar. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.
- (e) The re-admittance fee shall be one (\$1.00) dollar.
- (f) A member with a current contract who voluntarily withholds dues and assessments for two months is automatically suspended from membership. For members who hold multiple contracts, suspension will apply if dues are withheld from one or more contracts.

The suspensions will be reported to the Executive Committee by the Secretary-Treasurer. The Executive Committee will then report all suspensions to the membership at the next general membership meeting, entering the names of suspended members into the record. The suspended member(s) may return to membership in good standing by paying a readmission fee and any other penalty set by the local union.

## Article 8: Executive Committee

- (a) The Executive Committee shall be the governing body of the Local between General Membership Meetings. It shall take such actions and render such decisions as may be necessary to fully carry out the decisions and instructions formulated at membership meetings of the Local. It shall enforce the bylaws and the provisions of all agreements between the Employer and the employees and shall coordinate affairs between the CUPE National and the Local.
- (b) The monthly amount of the Executive honoraria is the value of 8 Course Directorships divided by 14, divided equally among Executive Committee positions minus the employer contributions to CPP and EI. Should the amount provided by the Employer be insufficient to cover the full honoraria, the difference will be transferred from the Main Operating account to the Executive Service account.
- (c) The Executive Committee of the Local shall consist of the following:

Chairperson

Recording Secretary/Research Officer  
Secretary-Treasurer  
Communications Officer  
Trans-Feminist Action Caucus Chair(s) (elected by TFAC)  
Vice President Unit 1  
Vice President Unit 2  
Vice President Unit 3  
Chief Steward Unit 1  
Chief Steward Unit 2  
Chief Steward Unit 3  
Chief Steward Unit 4  
Grievance Officer

Election to these positions is subject to a number of conditions:

- (i) positions with a unit-specific designation shall be nominated and elected from members of that unit. If no member is willing to stand, the position remains vacant until such time as a member of that unit is willing to come forward;
- (ii) all members vote for all positions (except the Trans-Feminist Action Caucus Chair(s), and unit-specific positions) regardless of unit membership.

(d) Upon their election, each Executive Committee member shall take the following oath:

“I ....., do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of my office, for the ensuing term, as prescribed in the Constitution and laws of the Canadian Union of Public Employees, and as an officer of this union will at all time endeavour, both by counsel and example, to promote and preserve the dignity of its sessions.

I further promise, that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this union in my possession to my duly elected successor in office.”

- (e) The Executive Committee shall meet, at a minimum, twice per month.
- (f) A simple majority of members of the Executive Committee, which will include no less than one (1) Executive Committee member, to represent each unit, shall constitute a quorum for the transaction of business.
- (g) All positions on the Executive Committee are voting positions. Executive Committee members with a conflict of interest in any matter under consideration at a meeting of the Executive shall absent themselves from both discussion and vote.
- (h) (Each member of the Executive Committee shall be responsible to, and shall conform to the deliberations of, the Committee in the carrying out of their duties. Each member shall ensure that the Executive Committee be fully informed with regard to their activities.

- (i) The Executive Committee shall ensure that each member of the Committee participates in training opportunities relevant to their duties. Outgoing Executive members shall arrange for the training and orientation of incoming Executives.
- (j) Each member of the Executive Committee shall make a report of their activities to the general membership, in writing and communicated through union channels, and in person at General Membership Meetings, one (1) time per month. Monthly honoraria for Executive Committee service will only be released by the Secretary-Treasurer upon receipt of these reports by the Recording Secretary/Research Officer and after they were presented to the general membership with the exception of the TFAC members who may obtain their honoraria by presenting and making available their monthly reports to the TFAC membership.
- (k) Should any Executive Committee member fail to attend three (3) consecutive Executive Meetings or three (3) consecutive General Membership Meetings without having submitted good reasons for those failures in writing one (1) week before or after the absence, the office shall be declared vacant.
  - (i) In the event that a member of the Executive Committee is unable to fulfil their duties, they shall ensure that another member or members of the Committee take responsibility for those duties. Members of the Executive Committee shall not unreasonably refuse to take responsibility for carrying out these duties. The Executive Committee shall be notified in advance of any delegation of duties and shall approve all reasonable arrangements.
  - (ii) Should the Executive Committee not be able to take responsibility for the duties of an absent Executive member, the Executive Committee may fill this absence on the Executive on a pro-tem basis with any member of good standing. Such vacancies must be posted in the union office at least two (2) weeks prior to the Executive Committee meeting where the vacancy is to be filled. Executive positions filled on a pro-tem basis must be advertised as vacant for the agenda of the next General Membership Meeting, where nominations will be opened and elections held as per Article 14 (Elections). Officers elected in this manner will hold their positions until elections in March.
- (l) Further to Article 14 on Elections, the Executive Committee shall not have the authority to remove from office any Executive Committee member elected by the general membership. However, by a two-thirds majority, the Executive Committee may censure any one or more of its members for specific reasons, and any such decision, along with the names of the Executive Committee members voting for and against shall be recorded in the minutes as an Executive Committee motion. Abstentions will be recorded but will not count in the calculation of the two-thirds majority. By a similar vote, the Executive Committee may direct that a Special General Membership Meeting be called (as per Article 15) to consider the recall of any Executive Committee member, except the chair(s) of the Trans Feminist Action Caucus. If the recall of the Chairperson of the Executive Committee is at issue, a Chief Steward shall chair the Special General Membership Meeting. Recall of any Executive Committee member, except the chair(s) of the Trans Feminist Action Caucus, can also be initiated by the general membership if a petition is signed by 150 members of the unit or units that elected the position in good standing or 25%,

whichever is lower, calling for such action. Signatures will consist of name, department, unit number, employee number, and signature. Then, at a Special General Membership Meeting to consider the recall of an Executive Committee member, a two-thirds majority of those present (not counting abstentions) would be required to remove the member from office. In the event of a recall, nominations for the position would be opened and an election held as per Article 14. Any officer elected in this manner would hold their position until the regular election in March.

- (m) Meetings of the Executive Committee shall be open to all members and proceedings shall be recorded per Article 9(a), except where a motion is passed to move discussion on an item in-camera. In-camera discussion shall be limited to management sessions (as per Article 6.04.3 of the CUPE 1281 Collective Agreement), and to appeals, grievances, and complaints where an annominated review is not possible. All discussion on an in-camera item shall be strictly confidential. Attendance during in-camera discussion on appeals, grievances, and complaints shall be limited to members of the Executive Committee, staff, the National Service Representative, relevant committee members, and where the Executive Committee finds it appropriate affected members and or their representative. Attendance during management sessions shall be limited to Executive Committee members and the National Service Representative. The record of proceedings on in-camera items shall be available only to Executive Committee members in the form of control copies. The Executive Committee may approve the sharing of a control copy of in-camera proceedings. Any member of the Executive may put forward a motion to move discussion on an eligible item in-camera. A rationale for moving discussion on an item in-camera will be included in the minutes. Any motion to move discussion *in camera* shall include a rationale in the public proceedings.
- (n) The Executive Committee is responsible for establishing a sub-committee called the Complaint Resolution Committee (CRC), composed of three members of the Executive, of which one shall be a TFAC co-chair. The election of the sub-committee shall occur annually and at an Executive Committee meeting no later than thirty days after the swearing in of a new Executive Committee. The structure and the responsibilities of the Complaint Resolution Committee is outlined in Appendix H of the local's bylaws.

## Article 9: Officers

### I. Officers Sitting On The Executive Committee

#### Chairperson

- (a) The Chairperson normally shall preside at all membership and Executive Committee meetings and preserve order. She shall be responsible for the logistics regarding General Membership Meetings and Executive Committee meetings.
- (b) The Chairperson shall help organise the daily operations of the local. She shall work with the staff and shall normally act as their supervisor, as per the CUPE 1281 Collective Agreement. She shall help with the organization of the office space.

- (c) The Chairperson shall facilitate the smooth functioning of the Executive Committee. She shall assist the Vice Presidents with internal and external work, as required. She shall also assist the Secretary-Treasurer to account for the funds of the local.
- (d) Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- (e) Decide all points of order and procedure (subject always to appeal to the membership).
- (f) Have a vote on all matters (except appeals against the Chairperson's rulings) and in case of a tie vote in any matter, including elections, the Chairperson allows for additional discussion time. If a second round of voting also produces a tie, the motion fails.
- (g) The Chairperson shall be one (1) of three (3) signing authorities and shall sign cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Committee, designate a signing officer during prolonged absences. At no time shall the Chairperson sign a cheque that is made out to the Chairperson.
- (h) The Chairperson shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer and distributed to all chartered organisations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer, in accordance with Article 9.3 (k) of the CUPE National Constitution. Any officer who cannot qualify for a bond cannot act as a signing officer.
- (i) Ensure that all Officers perform their assigned duties.
- (j) Introduce new members and conduct them through the initiation ceremony.
- (k) Sign all cheques except those cheques made out to the Chairperson.
- (l) Authorize necessary and reasonable funds, to reimburse the Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.
- (m) Upon termination of term of office, provide a copy of all documents pertaining to her work to the CUPE 3903 Archive.
- (n) Upon termination of office, surrender all books, seals and other properties of the Local Union to their successor.
- (o) Supports Unit 3 and Unit 4 and may act as their designated representative for the purposes of quorum.

## **Recording Secretary/Research Officer**

- (a) The Recording Secretary/Research Officer shall keep a correct, full and impartial account of the proceedings of each meeting of the Executive Committee and the membership in a bound minute book or file, which shall be kept in the union office.
- (b) The Recording Secretary/Research Officer shall keep an accurate record of the membership of the local, including the original certification application and those membership cards, which shall be kept on file in the union office. Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Committee meetings. These records must also include a copy of the full financial report (Executive Committee meetings) and the written financial report (Membership meetings) presented by the Secretary-Treasurer. The record will also include Trustee reports.
- (c) The Recording Secretary/Research Officer shall be charged with the responsibility of compiling and maintaining a policy book of the various policies passed by both general membership meetings and the executive.
- (d) The Recording Secretary/Research Officer shall be one (1) of three (3) signing authorities and shall sign cheques in the absence of the Chairperson or Secretary-Treasurer and in instances where either the Chairperson or the Secretary-Treasurer is the recipient of a cheque from the Local. The Recording Secretary/Research Office shall ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws, or vote of the general membership. The Executive Committee shall designate a signing officer during prolonged absences and shall make appropriate arrangements at the Local's Bank. At no time shall there be more than three designated signing officers. At no time shall the Recording Secretary/Research Officer sign a cheque that is made out to the Recording Secretary/Research Officer.
- (e) The Recording Secretary/Research Officer shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer and distributed to all chartered organisations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer in accordance with Article 9.3 (k) of the CUPE National Constitution. Any officer who cannot qualify for a bond cannot act as a signing officer.
- (f) The Recording Secretary/Research Officer, in conjunction with the curators, shall be responsible for performing or arranging specific research tasks required by the Executive Committee and/or the general membership.
- (g) At the end of her term of office, the Recording Secretary/Research Officer shall turn over to her successor, all books and records belonging to the Local Union. Copies of the abovementioned documents shall be provided to the CUPE 3903 Archive.
- (h) Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval.

- (i) Fulfil other administrative duties as directed by the Executive Committee.
- (j) Keep a record of all correspondence received and sent out.
- (k) Prepare and ensure distribution of all notices to members.
- (l) Have all records ready on reasonable notice for the Trustees or auditors.
- (m) Preside over General Membership and Executive Committee meetings in the absence of the Chairperson.
- (n) Be empowered, with the approval of the general membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- (o) Arranging and/or perform specific research tasks as required by the Executive Committee and/or the membership.
- (p) On termination of office, surrender all books, seals and other properties of the Local Union to their successor. Copies of the abovementioned documents shall be provided to the CUPE 3903 Archive.

#### **Secretary-Treasurer**

- (a) The Secretary-Treasurer shall be responsible for keeping all financial accounts of the Local and shall be responsible for maintaining correct and proper accounts of all its members. Maintenance of the financial accounts of the Local shall require that the Secretary-Treasurer, throughout her term, and on behalf of the Local's membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all monies sent to CUPE National and any other organization to which the local is affiliated, as well as records and supporting documents for all income received by the Local Union.
- (b) The Secretary-Treasurer shall pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the Chairperson and one other member of the Executive Committee as determined by the Executive Committee. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- (c) Record all financial transactions in a manner acceptable to the Executive Committee and in accordance with good accounting practices.
- (d) The Secretary-Treasurer shall sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws, or vote of the general membership. The Executive Committee shall designate a signing officer during prolonged absences, and shall make appropriate arrangements at the Local's Bank. At no time shall there be more than three designated signing officers. At no time shall the Secretary-Treasurer sign a cheque that is made out to the Secretary-Treasurer. Any cheque made out to the Secretary-Treasurer shall be signed by the Recording Secretary/Research Officer and the Chairperson.

- (e) The Secretary-Treasurer, and all other Officers authorised to sign on behalf of the Local, shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer and distributed to all chartered organisations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer in accordance with Article 9.3 (k) of the CUPE National Constitution. Any officer who cannot qualify for a bond cannot act as a signing officer.
- (f) The Secretary-Treasurer shall make a full financial report to the Executive Committee monthly, as well as a written financial report to each general meeting of the membership (GMM), detailing all income and expenditures for the period and a reconciliation of all of the Local's bank accounts.
- (g) The Secretary-Treasurer shall submit the Local's books and records to the Trustees for audit, each year between May 1<sup>st</sup> and June 30<sup>th</sup>. The Secretary-Treasurer shall provide all books, records, invoices and other supporting documents, and original bank statements, and must also furnish the Trustees with a letter from the bank(s) where funds of the local are deposited, attesting to the amount to the credit of the Local at each bank(s). Additionally the Secretary-Treasurer shall provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National. The Secretary-Treasurer shall arrange for a professional external audit each year between July 1<sup>st</sup> and August 31<sup>st</sup>. The Secretary-Treasurer shall respond in writing to any recommendations and concerns raised by the Trustees in accordance with Article B. 3.12 of the CUPE National Constitution, as well as any recommendations and concerns that arise from the professional external audit. The Secretary-Treasurer shall compile the findings and recommendations from both the Trustee audit as well as the external audit and present a comprehensive financial report to the general membership at the October General Membership meeting each year.
- (h) The Secretary-Treasurer shall ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month. The report should also set out the number of those initiated, reinstated, suspended and expelled and the number of members on whom per capita is being paid.
- (i) Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by her during the preceding calendar year.
- (j) Be empowered, with the approval of the membership, to employ necessary administrative assistance and/or bookkeeping assistance to be paid for out of the Local Union's funds.
- (k) Any Secretary-Treasurer who cannot qualify for a bond shall immediately be disqualified from office and the Local Union shall proceed with the election of another Secretary-Treasurer.
- (l) At the end of her term of office, the Secretary-Treasurer shall turn over to her successor, all properties and assets, including funds, books and records belonging to the Local. Copies of the



abovementioned documents shall be provided to the CUPE 3903 Archive.

### **Vice President Unit 1/Vice President Unit 2/Vice President Unit 3**

- (a) The Vice Presidents shall be responsible for reporting to the Executive Committee on all matters of concern or interest within and outside the university.
- (b) The Vice Presidents shall liaise with other university, union, student and other organisations, both within and outside the university, and help facilitate the activity of all union committees, including the Labour Management Committee.
- (c) The Vice Presidents shall also be part of the External Committee.
- (d) The Vice Presidents shall render assistance to any member of the Executive as directed by the Executive Committee.
- (e) In the case of the resignation or death of the Chairperson, the Executive Committee shall appoint one (1) of the Unit Vice Presidents to perform the duties of the Chairperson until such vacancy is filled as provided in these bylaws.
- (f) The Vice Presidents shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, and upon termination of their terms of office, provide a copy of all documents pertaining to their work to the CUPE 3903 Archive.

### **Chief Steward Unit 1/Chief Steward Unit 2/Chief Steward Unit 3/Chief Steward Unit 4**

- (a) The Chief Stewards shall be responsible for the mobilisation/coordination of all departmental/divisional stewards from all units, and for the calling and chairing of all Stewards' Council meetings.
- (b) The Chief Stewards shall report to the Executive Committee on all business conducted at the Stewards' Council meetings, including all recommendations for Executive decision or action.
- (c) The Chief Stewards shall render assistance to any member of the Executive as directed by the Executive Committee.
- (d) The Chief Stewards shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, and upon termination of their terms of office, provide a copy of all documents pertaining to their work to the CUPE 3903 Archive.

### **Communications Officer**

- (a) The Communications Officer shall be responsible for the compilation and publication of the local newspaper and multi-media, and for all such publicity and information as decided by the Executive Committee.

- (b) The Communications Officer shall be responsible for holding monthly meetings with the members of the Communications and Distribution Committees.
- (c) The Communications Officer shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, upon termination of her term of office, provide a copy of all documents pertaining to her work to the CUPE 3903 Archive.

### **Grievance Officer**

- (a) The Grievance Officer shall be responsible for the handling and processing of all grievances and for the administration of the collective agreements, in concert with the Grievance Committee.
- (b) The Grievance Officer shall also participate in educating members about the collective agreements, how they work, and how they should be enforced.
- (c) The Grievance Officer chairs all Grievance Committee meetings.
- (d) As per Article 16, the Grievance Officer shall automatically be a member of the Bargaining Team.
- (e) The Grievance Officer shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, upon termination of her term of office, provide a copy of all documents pertaining to her work to the CUPE 3903 Archive.
- (f) Supports Unit 3 and Unit 4 and may act as their designated representative for purposes of quorum.

### **Chairs Of The Trans Feminist Action Caucus**

- (a) The Chairs of the Trans Feminist Action Caucus are responsible for the coordination of that caucus' activities.
- (b) The Chair(s) organise(s) regular caucus meetings during the academic year, represent(s) the Caucus at CUPE National and CUPE Ontario Division Women's Committee sponsored events and liaise with other feminist organisations in an effort to improve the position of all women, trans, gender queer and gender variant people at York University and within the labour movement. In the event that two TFAC caucus co-chairs are elected, both shall have a vote and both shall receive full honoraria.
- (c) The Chairs shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, upon termination of their terms of office, provide a copy of all documents pertaining to their work to the CUPE 3903 Archive.

## **II. Other Officers**

### **Postings Officer**

- (a) Two Postings Officers shall be elected to a Postings Committee at the Annual General Meeting

(AGM). Elections and voting shall be conducted as set out in Article 13 I. (d)-iv.

- (b) One Nursing Specific Postings Officer shall be elected to the Postings Committee at the Annual General Meeting (AGM). Elections and voting shall be conducted as set out in Article 13 I. (d)-iv.
- (c) The Postings Committee reviews all job postings for conformity with the Collective Agreements (e.g., qualifications required and preferred by the employer, description of duties, pay rate). Where postings do not conform with the Collective Agreements, the Postings Officer discusses them with the Employer's postings officer to attempt to remedy the situation. If discussion does not result in a prompt remedy, the Postings Committee initiates grievances through the Grievance Committee and/or Stewards' Council.
- (d) The Postings Committee shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, upon termination of her term of office, provide a copy of all documents pertaining to her work to the CUPE 3903 Archive.
- (e) *Honorarium*: \$2,500 per year.

#### **Trustees**

- (a) The local shall have three trustees. Trustees shall be elected, one per year, at the Annual General Meeting (AGM), to overlapping terms of three years.
- (b) No member may hold Trustee and Executive Committee positions simultaneously. If a Trustee cannot fulfil her term, or ceases to be a member of the local, an election shall be held to fill the post for the time remaining. Elections and voting shall be conducted as set out in Article 13 I. (d)-iv. A new Trustee, though elected at the Annual General Meeting (AGM), will not take up her position until after the current Trustee team delivers their report to the Annual General Meeting.
- (c) The Trustees shall act as auditing officers on behalf of the general membership. They shall audit the books and accounts of the Secretary-Treasurer, Secretary/Research and Committees and inspect/examine all properties, bonds or other assets of the union at least once a year. In addition, the Trustees shall take up any other concerns as directed by the general membership.
- (d) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization, and, to monitor the local finances throughout the year.
- (e) Ensure that proper financial reports have been given to the general membership.
- (f) Audit the record of attendance.
- (g) The audit is to be carried out at the end of the fiscal year, between May 1<sup>st</sup> and June 30<sup>th</sup>. The Trustees shall make a written report of their findings at the October General Membership meeting each year.
- (h) The Trustees shall submit in writing to the Chairperson and Secretary-Treasurer any

recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.

- (i) The Trustees shall send copies of all the above reports, along with any Executive responses, to the National Secretary-Treasurer's Office and to the National Office and, upon termination of office, to the CUPE 3903 Archive.
- (j) The Trustees shall send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - Completed Trustee Audit Program
  - Completed Trustees' Report
  - Secretary-Treasurer Report to the Trustees
  - Recommendations made to the Executive Committee of the Local Union
  - Secretary-Treasurer's response to recommendations
  - Concerns that have not been addressed by the Local Union Executive Committee.
- (k) *Honorarium*: \$1000 per year, per position. In the event of a strike, each trustee shall receive an additional \$500 for the separate audit of the strike fund and strike documentation.

## Article 10: Committees

### Preamble

- (a) Most of the committees described below are elected by secret ballot at the Annual General Meeting (AGM) as set out in Article 13 I. (d)-(iv).
- (b) Each exiting committee shall be responsible for presenting a report at the Annual General Meeting (AGM). In addition, each member of each committee must write a report of their activities, including number of hours worked, to be presented to the general membership at the end of their term. Honoraria will not be released until this report is received. In the case of the Trans Fund, a report shall be presented at the AGM and committee member reports shall be submitted to TFAC.
- (c) Each exiting committee, including the Archive Committee, shall provide a copy of all documents pertaining to their work in their respective committees to the CUPE 3903 Archive. Minutes or some form of notes from each committee meeting should be kept of each meeting and regularly forwarded to the Recording Secretary/Research Officer of the Local for filing. In the cases where confidentiality is an issue those minutes ought to be taken with the fact in mind that these will be public minutes. It should be noted that some committees are not only accountable to the Local, but also to the Employer, as outlined in the Collective Agreements.
- (d) Attendance at all committee meetings must be recorded. Failure to attend three (3) consecutive meetings without having submitted good reason in writing within one week before or after the absence will result in that position being declared vacant. Failure to attend 50% of all meetings

without written reasons will result in a corresponding reduction in honorarium.

- (e) All committee members and officers of the local, including the Executive Committee, shall receive Anti-Oppression and Harassment training, and Anti-Sexual Violence training. Officers and committee members who have never received this training before must take this training within 60 days of the first day of their term. Officers and committee members who have previously received this training must retake this training every 2 years. The Chairperson is responsible for organizing the training for the Executive Committee. The Vice Presidents are responsible for organizing training for the committees of the general membership. Should the Chairperson fail to organize training for the Executive within the designated time frame (60 days from the first day of their term), the Chairperson's Executive honoraria shall be withheld from this point until the training has been completed. Should the Vice Presidents fail to organize at least one training session for the committees, the Vice Presidents' Executive honoraria shall also be withheld after these 60 days until at least one committee training session has been organized. The committee training is mandatory. When trainings are held, any committee member or officer who does not attend at least one of the training sessions within the designated period (60 days from the first day of their term or within the past 2 years) shall not receive any union funds for their committee work – this includes honoraria and reimbursements for any committee-related expenses. In the case of by-elections, the Chairperson and the Vice Presidents shall make their best effort to schedule a training as soon as possible.
- (f) Open committee positions can be filled *pro-tem* by the Executive Committee, with the exception of the Trans Fund. Open committee positions on the Trans Fund will be filled *pro-tem* at a duly advertised TFAC meeting. Upon the position being filled in this manner it will be advertised as open and a two-week nominations period will begin. Should no other member step forward the member temporarily appointed to the position will be acclaimed. Should another member be nominated elections will proceed as per Article 14 (Elections).
- (g) Committee members must recuse themselves from all deliberations and votes related to their own applications or ones that present a conflict of interest. In cases where recusals will prevent the committee from achieving quorum, the Vice-Presidents shall take part in the deliberations and votes.
- (h) Collective Agreement fund adjudicating committees and committees with a general membership approved budget line will meet with the Treasurer and/or Financial Coordinator at the beginning of their new term, prior to the adjudication of any application or approval of any spending.
- (i) Committee members must agree to follow the local's Confidentiality Policy (see Appendix I) in relation to their work in the committee(s), both during and after their term.

### **Accessibility Committee**

The Accessibility Committee was organized in the Spring of 2005 to improve the Local's work around accessibility issues on campus and to ensure that union spaces and meetings are accessible.

Four members are elected for a one-year term.

*Honorarium:* \$500 per year, per position.

### **Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment**

The mandate of this joint CUPE 3903/York Committee is to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any union member in her employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language. The Committee works closely with the Anti-Racist Working Group and may also make recommendations to the Labour Management Committee.

The Committee is elected for a one-year term and consist of two CUPE 3903 representatives from any unit, one of whom will be the joint Chair.

*Honorarium:* \$250 per year, per position.

### **Affordable Housing Committee**

The York Affordable Housing Committee (AHC) is a coalition of students, staff, and faculty working towards the creation of affordable co-operative housing in the vicinity of York University. The committee works to build capacity and partnerships, conduct research, and apply for funding. CUPE 3903 is entitled to two (2) voting delegates.

Each delegate will be elected for a one-year term.

*Honorarium:* \$250 per year, per position

### **All-University Pension Committee**

The All-University Pension Committee is an advisory body that formulates policy around pension issues.

The CUPE 3903 representative is elected for a one-year term.

*Honorarium:* \$250 per year, per position.

### **Archive Committee**

- (a) Given that the creation of an archive is necessary for the preservation of institutional memory, the presence of Archive Curators as 3903 standing committee members is therefore essential to the well-being of our local.
- (b) The 3903 Archive Committee shall consist of two curators.
- (c) The curators shall be responsible for creating and subsequently maintaining an archival finds for

the local.

- (d) The curators shall also be responsible for:
  - (i) encouraging members to look for and donate their sources to the CUPE 3903 collection;
  - (ii) transmitting sources to the CUPE 3903 collection;
  - (iii) organizing at least one annual event on any given CUPE 3903/archive-related topic;
  - (iv) getting acquainted with the collection's index and inform members and non-members on the available documents and their degree of accessibility;
  - (v) officiating as go-betweens for members wishing to talk to an archivist;
  - (vi) issuing calls for testimonies.
- (e) The CUPE 3903 Archive Curators are elected for a one-year term.

*Honorarium:* \$750 per year, per position.

### **Bargaining Research and Preparation Committee**

The purpose of this committee is to support the ongoing research and logistical needs of the local in regard to bargaining preparation. Part of the work of this Committee will be surveying the membership regarding potential proposals and ongoing collective agreement concerns, reporting on comparative language in other collective agreements, and further researching matters arising from survey results. During a bargaining year, the committee will focus on strategic research that can inform bargaining. The committee answers to the Stewards Council or the Bargaining Mobilization Committee. The committee consists of three members and is elected annually at the Annual General Meeting.

*Honorarium:* \$500 per year, per position.

### **Bilingualism Committee**

- (a) This committee is composed of 2 members from any unit. At least one member must be a member of the Trans Feminist Action Caucus (TFAC).
- (b) The committee is responsible for assessing and responding to the needs of the Local in terms of translation and French language content and promoting outreach and inclusion for our Francophone members. This committee coordinates translation of important documents and resources as well as any other translation projects that may arise.
- (c) Members of the Bilingualism Committee may be called upon by other committees to provide translation help for fund applications submitted in French.

- (d) This committee meets with the Communications Officer at least once a month and coordinates with the Communications Committee.
- (e) The Bilingualism Committee is elected for a one term.

*Honorarium:* \$500 per year, per position.

### **Bursaries Committee**

Two members from the Local meet four times per year with representatives of the Employer and Graduate Studies in order to evaluate applications and oversee disbursements for four different need-based bursaries: GA Bursary Fund, Master's Bursary Fund, Ph.D. Completion Fund, Graduate Student Bursary. Committee representatives are not eligible for the bursaries.

The two members are elected for a one-year term.

*Honorarium:* \$400 per year, per position.

### **Childcare Committee**

The purpose of this committee is to facilitate the disbursement of Childcare Fund among CUPE 3903 members. Part of the work of this Committee will be mobilizing members to apply for this fund, reaching out to all members with childcare needs, and inputting the data collected. The committee consists of four members and is elected annually.

*Honorarium:* \$500 per year, per position.

### **Coalition of Student Employee Unions Representatives**

The CSEU is a coalition of unions representing student employee with the purpose to facilitate communication and collective action between its members and to advance the aims of the student employee unionization movement. It meets once per month, as well as holds one annual meeting.

As per CSEU's bylaws, CUPE 3903 is entitled to two (2) voting delegates. Each delegate is elected for a one-year term.

*Honorarium:* \$250 per year, per position

### **Communications Committee**

- (a) The Communications Committee consists of four members. It is responsible for planning and coordinating CUPE 3903 communications, including proposing budgets. Under the direction of the Communication Officer, it produces content for diverse media, including the Local's email newsletter, websites and social media networks. It builds social media presence, develops and implements an internal/external communication strategy, including event and media planning, conducts media relations, and recruits members and unionized media professionals to support



the work of the committee as needed. The Committee shall implement best practices of communication to keep members informed, improve accessibility, and strengthen the Local's communication capacity.

- (b) In collective bargaining years, the Committee shall work in coordination with the Bargaining Team and the Bargaining Mobilization Committee and, in the event of a successful strike vote, the Strike Committee. All three committees are responsible for conducting a communication campaign that spans the bargaining cycle from pre- to post-bargaining.
- (c) The Committee shall meet with the Communications Officer at least once a month, with assistance from the Distribution Committee as needed.
- (d) The Communications Committee is elected for a one-year term.

*Honorarium: \$750 year, per position.*

### **CUPE Toronto District Council Representatives**

The CUPE Toronto District Council is comprised of all affiliated CUPE locals in Toronto. It meets once per month.

As per Section 2 of the CUPE Toronto District Council bylaws, 3903 is entitled to seven (7) delegates elected for a one-year term.

*Honorarium: \$250 per year, per position.*

### **Distribution Committee**

- (a) This Committee consists of six members and is responsible for distributing the Local's newspaper and the monthly newsletters to departmental mailboxes and members' homes at a \$50 per diem, with the normal workload being one day per month.
- (b) The Committee shall meet with the Communications Officer and the Communications Committee at least once a month.
- (c) The Distribution Committee is elected for a one-year term.

### **Employment Equity Committee**

Having access to census material and money to solicit an Employment Equity survey, the Committee's mandate includes setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed include recruitment of employees, selection procedures, job postings, employer training, salaries and benefits and working conditions. The Committee will consist of three union representatives, one of whom will be the Joint Chair. Preference will be given to members from each of the designated groups.

The Employment Equity Committee is elected for a one-year term.

*Honorarium:* \$250 per year, per position.

### **Election Committee**

The role of the Election Officers is to organise the elections as set out in Article 13. The work includes accepting the nominations, recruiting scrutineers, arranging and setting up tabling for voting, and alongside the executive, communicating the details of the elections to the membership. Current members of the executive are ineligible for these positions. Additionally, election officers may not run for executive positions in the election for which they serve.

The Election Committee is elected for a one-year term.

*Honorarium:* \$750 per year, per position.

### **Extended Health Benefits Committee**

The primary responsibility of members on this Committee will be to regularly review applications submitted to the health plan. While one half of the plan will directly reimburse people based on submitted receipts, the second half of the plan will function similarly to the Ways and Means Committee, assessing individual cases on a care and needs basis. The Committee will regularly convene to review these latter claims, making the difficult decisions as to how to distribute our significantly limited funds. Time commitment will vary from week to week based on the number of claims received. Committee members should be relatively available throughout the year. There are four positions on this committee. See [Extended Health Benefit Committee Guidelines](#) as appended to these bylaws.

The Extended Health Benefits Committee is elected for a one-year term.

*Honorarium:* \$2000 per year, per position.

### **External Committee**

This Committee will help facilitate the Local's involvement with the wider labour movement and the members' participation in union conferences. The Committee consists of the Vice Presidents on the 3903 Executive Committee and the CUPE 3903 representatives at the Toronto and York CUPE District Council and the Toronto and York Region Labour Council. Members who attend conferences and conventions on behalf of the local will meet with the committee beforehand.

*Honorarium:* no additional honorarium.

### **Forum Moderators**

2 forum moderators oversee CUPE 3903's forums and make sure that all communications are in line with the Union's Equity Statement as well as the Listserv Rules and Posting Guidelines (Appendix F –

Electronic Communication Rules and Posting Guidelines). Forum moderators elected for a one-year term.

*Honorarium:* \$500 per member per year.

### **Joint Health and Safety Committee**

Joint Health and Safety Committees are made up of employee and employer representatives who meet to evaluate and address workplace health and safety problems and issues. 3903 JHSC representatives consist of fourteen elected representatives, which include one JHSC Coordinator and thirteen committee members.

The Coordinator sits on the Health and Safety Executive Council and is the point person responsible for coordinating communication across committee members. They are responsible for collecting information on systemic issues within and across the different committees and addressing these issues with the Executive Council.

The representative members act as advocates for members on all health and safety matters, investigate accidents and work stoppages involving our members, perform workplace inspections, sit on and meet with specific faculty and location based joint health and safety committees to discuss all of the above and make sure everything is followed up.

The Health and Safety Committee is elected for a one-year term. A wide variety of representation is encouraged for these elected positions; as there are various site and program specific committees (for example: JHSC's designated to Glendon, Faculty of Science, LAPS, AMPD, Osgoode, Libraries, etcetera).

*Honorarium:* There is no direct honorarium, although the employer sets aside money annually to pay committee members an hourly wage for work done, at the marker/grader rate. This hourly wage includes time spent in meetings, inspections, and training. Additional hours are allocated and compensated for the Coordinator role.

### **International Graduate Students' Committee (IGSC)**

The IGSC advocates for international graduate student members of CUPE 3903. The IGSC normally has 2 elected members who coordinate the affairs of the IGSC. The IGSC has an annual budget of \$5000.

The IGSC Committee is elected for a one-year term.

*Honorarium:* \$250 per year, per position.

### **Labour-Management Committee**

The Labour-Management Committee consists of one representative from each Unit, with the exception of Unit 4 (who must form their own LMC as per Article 5.01 of the Unit 4 Collective Agreement). The Unit 4 LMC consists of 3 representatives. This committee meets with management

about once a month and is charged with facilitating the implementation and interpretation of Collective Agreements.

The Labour-Management Committee is elected for a one-year term.

*Honorarium:* \$750 per year, per position.

### **Professional Development Fund Committee**

This Committee has three elected representatives: the PDF Coordinator, and two PDF Representatives. The PDF Coordinator administers the fund throughout the contract year in accordance with established guidelines and is the primary contact person for members. One of the Coordinator's tasks is to chair committee's meetings to adjudicate the distribution of the Professional Development Fund, and the Tuition Cost Fund. The PDF Coordinator is responsible for adjudicating the Tuition Cost Fund with the Director of the Teaching Commons. The PDF Coordinator is also responsible for the actual disbursement of funds and for the general upkeep of the PDF email account. The PDF Coordinator is also a member of the Teaching Commons Executive Board and is CUPE 3903's primary and ongoing connection to the Teaching Commons. The representatives are elected for a one-year term at the November general meeting of the membership (GMM). (See [APPENDIX E – Professional Development Fund](#))

*Honorarium for the PDF Coordinator:* \$2250, paid in three equal instalments of \$750 per funding cycle at an estimated time of 40 hours per cycle.

*Honorarium for the PDF Representatives:* \$600, paid out as \$200 per meeting per position.

### **Research Costs Fund Committee**

The Research Costs Fund consists of two representatives. This Committee is coordinated through FGS and meets twice a year for about 4 hours each time. Before each meeting the members read the applications (about 3 hours) and decide how to break down awards for the fund. This Committee adjudicates the Research Costs Fund – open to all full-time graduate students who have been or are currently members of Unit 1.

The representatives are elected for a one-year term.

*Honorarium:* \$250 per year, per position.

### **Research Grants Fund and Travel Costs Fund Committee**

The Research Grants Fund and Travel Costs Fund Committee consists of two members. This Committee, joint with YUFA, decides on allocation of the major and minor research grants, and on travel grants. There are 3 or 4 meetings per year. Most of the time requirement is in preparation for the meetings, since the files can be quite lengthy. Members of the committee are ineligible to apply for funds.

The representative is elected for a one-year term at the September GMM.

*Honorarium:* \$500 per year, per position.

### **Research Leave Adjudicating Committee**

The Research Leave Adjudicating Committee reviews the Research Leave applications of Unit 2 members in the Affirmative Action (“Conversion”) Pool and awards as many Research Leaves (“Sabbaticals”) as are guaranteed through the Collective Agreement. The committee consists of a non-voting CUPE 3903 participant/observer from Unit 2 in addition to three full-time faculty members (including a designate of the Associate Vice President\ Research) and a supporting Committee Secretary.

The representative is elected for a one-year term.

*Honorarium:* \$250 per year, per position.

### **Senate Representative**

The Senate is responsible for the University’s academic policy. The representative is elected for a one-year term.

*Honorarium:* \$250 per year.

### **The Teaching Development Fund Committee**

The Teaching Development Fund Committee meets as necessary to review application files and make selections for the Major and Minor Teaching Grants yearly competition. The Committee comprises two elected members of CUPE Unit 2, one YUFA member, and a representative of the Centre for the Support of Teaching.

The representatives are elected for a one-year term.

*Honorarium:* \$250 per year, per position.

### **Toronto and York Region Labour Council Representatives**

The Labour Council is comprised of all affiliated locals across the labour movement in the Toronto and York region. It meets once per month.

As per the credential page of the Toronto and York Region Labour Council, CUPE 3903 is entitled to sixteen (16) delegates elected for a one-year term.

*Honorarium:* \$250 per year, per position.

## **Ways and Means Fund Committee**

This committee meets as often as is required to assess applications to the Ways and Means Fund (see [Ways and Means Guidelines](#) as appended to these bylaws) and to disburse funds.

Four representatives are elected for a one-year term at the September General Membership Meeting (GMM).

*Honorarium:* \$1000 per year, per position.

## **York Pension Fund Board of Trustees Representative**

The Board of Trustees (BOT) of the York Pension Fund is a board that reports to the Board of Governors but which has some union representation.

The representative to this Board serves as a fiduciary for a three-year term.

*Honorarium:* \$250 per year.

## **Article 11: Trans Feminist Action Caucus and the Trans Caucus**

### **I. TFAC**

- (a) The Trans Feminist Action Caucus is open to all women, trans, gender queer and gender variant members of the Local. The Caucus works in coalition with many campus and community groups.
- (b) The Caucus shall recognize that ‘sex’ as a prohibited ground in Article 2 of the 1990 Ontario Human Rights Code has been expanded to include all forms of gender identity, including transsexual, transgender, and intersex persons, cross-dressers, and other whose gender identity or expression is, or is seen to be, at variance with their birth-identified sex.
- (c) The Caucus shall define ‘sexism’ to include any type of gender or sex based discrimination or oppression. The Caucus shall recognize that other factors such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status and/or ability, may exacerbate discrimination on the basis of sex.
- (d) The work Trans Feminist Action Caucus consists of:
  - (i) the development of bargaining proposals and recommendations to improve collective agreement language on sexual, gender, and racial harassment, as well as workplace safety, maternity leave, transsexual/transgender rights and other issues;
  - (ii) the negotiation of funds for members undergoing transsexual transition;
  - (iii) initiating Caucus sub-committees to work on anti-racism and equity issues;

- (iv) drafting policy resolutions for CUPE at the provincial and national levels;
  - (v) sending delegates to a wide range of conferences, conventions and committees;
  - (vi) undertaking surveys and research projects on various issues including member-to-member harassment;
  - (vii) organizing women on campus to participate in demonstrations and actions such as Take Back the Night, Women’s Remembrance Day, and the World March of Women.
- (e) As per Article 9, the Chairs of the Caucus are automatically part of the Executive Committee.
  - (f) Overseeing the election of the Trans Fund Committee.

## **II. Trans Caucus**

- (a) The Trans Caucus is open to all self-identified trans members of the Local. The Caucus works in coalition with many campus and community groups.
- (b) The Caucus shall recognize that ‘sex’ as a prohibited ground in Article 2 of the 1990 Ontario Human Rights Code has been expanded to include all forms of gender identity, including transsexual, transgender, and intersex persons, cross-dressers, and other whose gender identity or expression is, or is seen to be, at variance with their birth-assigned sex.
- (c) The Caucus shall define ‘transphobia’ to include any type of discrimination or oppression based on gender identity or gender expression. The Caucus shall recognize that other factors such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status and/or ability, may exacerbate discrimination on the basis of gender identity and gender expression.
- (d) The work of the Trans Caucus consists of:
  - (i) the development of bargaining proposals and recommendations to improve collective agreement language on gender identity and expression, discrimination and harassment, workplace bullying, workplace safety, parental leave, medical leaves and benefits pertaining to gender identity and expression, and other areas intersecting with the rights and issues of trans members;
  - (ii) the negotiation of funds and leaves for members experiencing trans related medical needs;
  - (iii) initiating Caucus sub-committees to work on equity issues;
  - (iv) drafting policy resolutions for CUPE and other labour movement bodies at the provincial, national and international levels;
  - (v) sending delegates to a wide range of conferences, conventions and committees;

- (vi) undertaking surveys, research projects, and development of resource materials on various relevant issues;
  - (vii) organising people on campus to participate in demonstrations and actions such as International Human Rights Day, Trans Remembrance Day, and others;
  - (viii) organising and outreach work with relevant community groups and coalitions, in recognition of the important role played by the labour movement in providing solidarity and support to the wider community;
  - (ix) supporting and initiating legislative, policy, legal, human rights and medical interventions and initiatives in support of the rights and needs of trans members of the union and the wider community, and their allies;
- (e) The Chair(s) organise(s) regular caucus meetings during the academic year, represent(s) the Caucus at CUPE National and CUPE Ontario Division sponsored events and liaise with other relevant organisations in an effort to improve the position of all trans, gender queer and gender variant people at York University, within the labour movement and the wider community.
- (f) The Caucus will establish a Trans Fund Committee to oversee the CUPE 3903 Trans Fund. TFAC will oversee the election of the Trans Fund Committee. The Committee will consist of three trans-identified people and will be elected members of the Caucus selected annually. Their responsibilities will include advertising and promoting the Fund, receiving and reviewing applications, adjudicating applications and determining disbursements as per the Trans Fund policies and procedures, and liaising with the Executive and Trustees to ensure timely disbursement of awarded funds and the safe and confidential provision of records required for accounting purposes, as negotiated between the Committee and Executive with a view toward ensuring the safety and confidentiality of applicants.

*Honorarium:* \$500 per year, per position.

## Article 12: Stewardship and Grievances

- (a) The Executive Committee shall, in consultation with the Stewards, establish a list of steward positions, to be presented to the general membership for ratification and inclusion in these bylaws, within six (6) weeks of the approval of these bylaws, at which time, this clause (Article 12(a)) shall be removed.

### I. Stewards

- (a) Members in good standing in each hiring unit in accordance with the University's administrative hiring categories, e.g. department, program, school, or division, shall elect one (1) Steward for every fifty (50) bargaining-unit members, or fraction thereof, employed in the hiring unit in September of each year, or as soon as possible thereafter. The name(s) of the successful candidate(s) shall be forwarded to the unit Chief Steward within five (5) days of the date of the



election.

- (i) The term of office for each Steward shall normally be from the day of election until September of the following calendar year.
- (ii) Stewards must be members of the bargaining unit whose members they represent.
- (iii) No one may be elected Steward of more than one hiring unit.
- (iv) Members of the Executive Committee shall not be eligible to serve as a Steward.
- (v) Where any complaint arises as to any impropriety involved in the election of any Steward, such complaint shall be directed to the Executive Committee. Where, in the opinion of the Executive Committee, the circumstances warrant, the Executive Committee shall have the power to direct the unit Chief Steward to conduct a new election.
- (vi) Where, for any reason, the members in any hiring unit, department, program, school, or division fail to organize for the purpose of electing a Steward or Stewards, the unit Chief Steward shall organize such an election of the members of the hiring unit.
- (vii) Where the unit Chief Steward is unsuccessful in her attempts to organize the election, the Executive Committee, upon the recommendation of the Chief Steward in Steward's Council, shall have the power to appoint the appropriate number of stewards representing the hiring unit, department, program, school, or division. No such appointment may carry on beyond August 31<sup>st</sup>.
- (viii) If in exceptional circumstances the members of a hiring unit, department, program, school, or division require additional Stewards, the Executive Committee may, upon the recommendation of the unit Chief Steward in Stewards' Council, temporarily appoint additional stewards to work on behalf of those members of the hiring unit, department, program, school, or division and bargaining unit affected. Temporary appointments shall not extend into the next academic term unless ordered by the Executive Committee.

(b) Duties of Stewards shall be:

- (i) to recruit and organize members in their hiring units, department, program, school, or division, and to circulate union postings, leaflets, and any other union communications among those members;
- (ii) act as representatives of the Local to the employees in their hiring unit, department, program, school, or division;
- (iii) represent the members in their hiring unit, department, program, school, or division on Stewards' Council;

- (iv) serve as a liaison between the members they represent and the Executive Committee;
  - (v) advise the members of their hiring unit, department, program, school, or division with regard to matters involving the Collective Agreement;
  - (vi) assist with the processing and coordination of the grievances of the members in their hiring unit, department, program, school, or division and represent their members in meetings of the Grievance Committee, per III. below.
- (c) Each Steward shall hold in strict confidence all information pertaining to any complaint or grievance she becomes aware of, and shall reveal such information only to the Executive Committee, Grievance Officer, and Stewards' Council *in camera*.

## II. Stewards' Council

- (a) There shall be a Stewards' Council consisting of the unit Chief Stewards along with the Stewards representing each hiring unit or department/division in the university. Meetings of the Stewards' Council shall be chaired by one or another of the unit Chief Stewards. Meetings of Stewards' Council shall be open to all members in good standing along with members of the Executive Committee, but these members shall have no vote.
- (b) The Stewards' Council shall be responsible for monitoring the University's compliance with the Collective Agreements and upholding the objectives set out in Article 2. The Stewards' Council shall also ensure that there is ongoing organizing and coordination within the hiring units, departments, programs, schools, or divisions as well as open communication with members. The Stewards' Council shall, for these purposes, normally meet at least once per month, except where:
- (i) the Executive Committee directs the Chief Stewards to call a meeting of Council. Each Steward is entitled to at least five (5) working days notice of the date, time, and location of any meeting of Council;
  - (ii) any ten (10) Stewards request in writing that the Chief Stewards convene a meeting of Council. The Chief Stewards shall convene such a meeting within ten (10) days of receipt of the request.
  - (iii) In order to make quorum, there must be representation from three of the bargaining units.
- (c) Unit-specific Stewards' Council meetings may be called by the Chief Steward or on the request of at least 5 stewards from the unit. Each Steward is entitled to at least five (5) working days notice of the date, time and location of any such meeting. If a meeting is requested by the Stewards, such meeting shall take place within ten (10) working days of receipt of the request. The Chief Steward shall be present at the meeting.
- (d) When bargaining is taking place, the Stewards' Council shall become the Bargaining Mobilization Committee (BMC) with the tasks of organising members around bargaining demands and preparing for a strike vote.

### III. Grievance Committee

- (a) The Grievance Committee of the Local shall be composed of the Grievance Officer, the Chairperson (or Chairperson's designate), the four unit Chief Stewards and a member of the Employment Equity Committee. Where the Committee is considering potential or actual individual or group grievances, the Committee shall also include the steward who initially brought the complaint or potential grievance to the Committee. Each bargaining unit shall have representation on the Committee.
- (b) The Grievance Committee shall be responsible for monitoring the Employer's compliance with the Collective Agreements, shall advise and assist the Grievance Officer in matters involving grievances and grievance policy, shall coordinate the processing of grievances, and shall make recommendations to the Executive Committee regarding arbitration of grievances and/or continued carriage of grievances.
- (c) Discussion of grievance-related matters in the Grievance Committee shall be *in camera*. For good and just reason, the Grievance Committee may request the participation of others, such as appropriate legal counsel, etc., but these shall have no vote. CUPE National Representatives and local staff shall participate in Grievance Committee meetings, as they deem appropriate, with voice but no vote.
- (d) Each member of the Committee shall hold in strict confidence all information pertaining to any complaint or grievance. She shall reveal such information only to the Chief Steward, the Grievance Officer, the Staff Representative, the Local's legal counsel, or, only in generalities, to the Stewards' Council when Council is in session.

## Article 13: Voting

### I. Basic Rules

- (a) At all meetings of the local every member in good standing shall be entitled to one (1) vote on any issue except where prohibited by the Labour Relations Act.
- (b) Except as prescribed herein, voting shall be by show of hands, and a simple majority of votes shall determine an issue.
- (c) A secret ballot shall be used when voting for:
  - (i) elections and by-elections of the Executive Committee and Bargaining Team except as prescribed herein;
  - (ii) committee elections and by-elections;
  - (iii) ratification of a Collective Agreement – voting shall begin from the time the Executive Committee declares at the General Membership Meeting or Special General Membership Meeting that balloting shall commence;

- (iv) amendments to the bylaws – voting shall begin from the time the Executive Committee declares at the General Membership Meeting or Special General Membership Meeting that balloting shall commence;
  - (v) strikes – voting shall begin from the time the Executive Committee declares at the General Membership Meeting or Special General Membership Meeting that balloting shall commence;
  - (vi) regular dues and special assessments (secret ballot only where ordered by a membership vote) – the ballots may be cast only after the item pertaining to the election(s) in question has been cleared on the meeting agenda;
  - (vii) where, by simple majority, secret ballots are deemed necessary by the Executive Committee or the general membership.
- (d) Members who change units while holding any unit-specific elected position(s) shall vote only on behalf of the unit that elected them in their role on the executive and bargaining team. Outside of the unit-specific elected body in question, for example in GMMs, strike votes, or ratification votes, all members have full voting rights within the unit to which they pay dues.

## **II. Ratification vote**

- (a) Except during a legal strike ballots shall be available for a minimum of five days following the (Special) General Meeting of the Membership (GMM) at Keele campus and Glendon college locations determined by the Executive Committee.
- (b) The voting stations shall be open from 11am to 3pm at Keele and Glendon.
- (c) During a legal strike ballots shall be available only at the meeting where details of the proposed Collective Agreement(s) are explained and for two hours thereafter.

## **III. Amendments to the bylaws**

- (a) Ballots shall be available only at the meeting;
- (b) Voting shall begin from the time the Executive Committee declares at the General Membership Meeting or Special General Membership Meeting that balloting shall commence;
- (c) This article shall be applicable to and read in conjunction with Article 14 (e), (f), and (g).

## **IV. Strike vote (see also [Article 20](#))**

- (a) Ballots shall be available for a minimum of five days following the first strike vote meeting of the membership at a Keele campus location determined by the Executive Committee.
- (b) The voting stations shall be open from 9am to 5pm at Keele and from 11am to 3pm at Glendon.

## **V. Regular dues and special assessments**

- (a) A secret ballot vote for regular dues and special assessments shall occur only where ordered by a membership vote;
- (b) Ballots (if applicable) shall be available only at the meeting;
- (c) Ballots may be cast only after the relevant item of business (elections or dues) has been cleared on the meeting agenda;
- (d) This article shall be applicable to and read in conjunction with Article 7.

## **VI. The ballots' fate**

The ballots shall be destroyed following a motion at the first General Meeting of the Membership (GMM) following the election.

## **Article 14: Elections**

- (a) Duties of the Executive Committee and Election Officers/Basic electoral rules:
  - (i) Two Elections Officers shall be elected at the General Membership Meeting (GMM) immediately following the conclusion of the Executive Committee Elections. The Executive Committee shall be in charge of organizing the election. Current members of the Executive Committee are ineligible for the position of Election Officer. Additionally, Election Officers may not run for Executive Committee positions in the election for which they serve.
  - (ii) The Election Officers shall be responsible for organising all elections and by-elections of the Executive Committee and the Bargaining Team.
  - (iii) There shall be a base honoraria of \$750 to conduct the Annual Executive Committee elections. During bargaining years, an additional \$500 shall be added to the honoraria in recognition of the extra work of Bargaining Team elections. For each subsequent by-election throughout the year, \$150 shall be added to the honoraria. The dates and the duration of each by-election shall be included in the Committee report.
  - (iv) The following positions shall be elected only by the members of the bargaining unit represented: Unit Vice-Presidents, Unit Chief Stewards, Bargaining Team members and Labour Management Committee members.
  - (v) The Executive Committee shall be responsible for organizing:
    1. committee elections, most of which shall take place at the Annual General Meeting (AGM) – see [Article 10](#),
    2. the elections of the Postings Officers and that of the Trustees, which shall take place at the Annual General Meeting (AGM),

3. committee by-elections, which shall only take place at (Special) General Meetings of the Membership,
4. ratifications of Collective Agreement(s),
5. amendments to the bylaws, strike votes,
6. regular dues and special assessments.

(vi) The elections procedures described in this article shall not include the election of the Chairs of the Trans-Feminist Action Caucus or the Trans Caucus. The Trans Feminist Action Caucus shall elect its chairs in the same month.

### **I. Electoral process**

- (a) A formal nomination period of two weeks shall be established by the first week of February each year. Eligibility for nomination shall be subject to the conditions set out in Article 8 (c), sub-clauses (i) through (iii).
- (b) Nomination for any position must be signed by the nominee and by two additional members in good standing and addressed to the Election Officers. Nominations must be brought to the Union Office during the Nominations Period. Each nominee must also record her nomination by signing the register that is to be publicly displayed next to the nomination box.
- (c) Only members in good standing can be nominated and no member may sign more than one (1) nomination for her own candidacy in the same nomination and election period.
- (d) If at the end of the nomination period only one (1) candidate is nominated, the Executive Committee, on the advice of the Elections Officers, shall declare the position filled by acclamation.

### **II. Campaigning phase**

- (a) For any contested position, a formal campaign period of no less than fourteen (14) days shall be established by the third week of February of each year and shall commence immediately following the close of the nomination period.
- (b) The campaigning phase shall end at the General Membership Meeting mentioned in Section IV. (a) of the present Article.
- (c) The campaigning period shall commence immediately following the close of the nomination period.
- (d) For any contested position, a formal campaign period of no less than fourteen (14) days shall be established before voting begins at the Annual General Membership Meeting (or, in the case of a by-election, a General Membership Meeting).

### III. Election(s) phase

- (a) A Membership Meeting shall be called at the end of the campaigning phase to introduce the candidates. Voting shall begin at the end of the meeting.
- (b) The Election Officers shall appoint scrutineers or, if the number is insufficient, the membership present at the meeting shall elect, or upon a motion and decision by simple majority the Chairperson may appoint, two scrutineers from the membership present, neither of whom shall be the Chairperson or any of the nominees, to scrutinise the full election.
- (c) The scrutineers shall issue ballots to members in good standing who register during voting hours, and such ballot shall be deposited upon completion by that member in a sealed box provided for that purpose.
- (d) A ballot box shall be available at the General Membership Meeting or Special General Membership Meeting called for the purposes of any secret ballot and shall be available again at the times and places specified in clause (f). Ballots shall be available for two hours after the meeting.
- (e) The Annual Election of Officers shall take place by the first week of March. The Executive Committee, in consultation with the Election Officers, shall set the dates, times and places for elections.
- (f) Election and by-elections of Executive Officers and the Bargaining Team: ballots shall be available for a minimum of five days following the (Special) General Meeting of the Membership (GMM) at Keele campus and Glendon College locations determined by the Executive Committee. The voting stations shall be open from 9am to 5pm at Keele and from 11am to 3pm at Glendon.
- (g) Campaigning shall not take place and campaign material shall not be distributed or posted within 20 metres of a voting station.
- (h) Security:
  - (i) except in those cases that do not require voting the following days, the Keele campus ballot box shall be brought to the CUPE 3903 Headquarters by at least two scrutineers, where it shall be held overnight in a locked room from the time balloting ceases the night of the meeting until the commencement of balloting the following morning;
  - (ii) the Glendon ballot box shall undergo the same process, except that it shall be held overnight in the Glendon College Student Union office, located in York Hall, room B126 if possible, or an appropriately secure location. On the final day of voting, at least two Glendon-based scrutineers shall bring the ballot box to the 3903 headquarters;
  - (iii) the counting of the ballot shall commence immediately following the balloting and, upon completion, the decision shall be given to the Election Officers by the scrutineers.
- (i) Scrutineers

- (i) Scrutineers shall, upon the completion of balloting, count the ballots.
- (ii) A candidate must obtain a majority of votes cast, i.e. at least 50% plus 1, to be declared elected. When no candidate obtains a majority, the candidate receiving the fewest votes shall be dropped and a second ballot taken. The process shall continue until one candidate has obtained a majority.
- (iii) Where more than one office is to be filled on one ballot, a candidate must obtain a majority to be declared elected. If run-off elections are required, a member of the Executive Committee (preferably the Chairperson) shall, after each vote, declare which candidates, if any, have been elected, declare which candidate must withdraw as a result of receiving the fewest votes, and state how many positions remain to be filled on the next ballot.
- (iv) The scrutineers shall advise the Executive Committee of the number of ballots cast for each nominee. The Executive Committee shall inform the membership of the results.
- (v) Each scrutineer shall receive a per diem and, if applicable, coverage for childcare and transit costs, where such costs are substantiated by receipts. The Executive Committee shall be responsible, in conjunction with the election officers, for setting the amounts of the above-mentioned costs.
- (j) Recount: Any member may request a recount of the votes for any election within five (5) days of the announcement of the vote count results on the Local's website if the margin of victory for the winning candidate is less than ten (10) percent of the accepted ballot count.
- (k) Each candidate running for office shall be entitled to send one member to observe the scrutineers to ensure the absence of election irregularities.

#### **IV. Installation of Officers and Terms of Office**

- (a) All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for one (1) year or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years.
- (b) The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.3.10 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three-year period. No member who has been a signing officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.

#### **V. Vacancies/By-elections**

- (a) Should any officer resign or fail to answer the roll call for three (3) consecutive meetings of the Executive Committee or three (3) consecutive meetings of the General Membership without having good and sufficient cause, that office shall be declared vacant and the position filled at the following meeting.



- (b) By a simple majority vote the Executive Committee may fill a vacancy on a pro-tem basis with any member in good standing. Such vacancies must be posted in the Local Union Office at least two weeks prior to the Executive Committee meeting where the vacancy is to be filled. Executive Committee positions filled on a pro-tem basis must be advertised as open positions for the agenda of the next General Membership Meeting where nominations will be opened and elections held as per Section II. of the present article. Executive Committee members may only hold one (1) position on the Executive Committee.
- (c) The Executive and/or the Membership shall elect or appoint standing committees as deemed necessary from time to time.

## Article 15: Membership Meetings

- (a) General Membership Meetings shall normally be held once a month throughout the year, with the exception of June and July of each year; in bargaining years, General Membership Meetings shall be held on a monthly basis throughout the year. General Membership Meetings shall not exceed 3 hours. Meetings can be extended by a 2/3 majority vote.
- (b) The order of business at regular General Membership Meetings is as follows:
  - 1. Acknowledgment of Indigenous territory
  - 2. Roll call of officers
  - 3. Reading of the Equality Statement
  - 4. Voting on new members and initiation
  - 5. Reading and approval of minutes of previous meeting
  - 6. Matters arising
  - 7. Secretary-Treasurer's report and approving expenditures
  - 8. Correspondence
  - 9. Executive Committee report(s)
  - 10. Reports of Committees and Delegates
  - 11. Nominations, Elections, or Oath of Office
  - 12. Unfinished business
  - 13. New business
  - 14. Good of the Union
  - 15. Adjournment
- (c) Notice of General Membership Meetings shall be posted on the Local Union website, all union notice boards and listservs at the university at least seven (7) days in advance of the meeting, and shall set out the agenda of the meeting.
- (d) The present Bylaws can be amended or altered only at General Meetings of the Membership (GMM) or at Special General Meetings of the Memberships (SGMM). In the case of the latter, the motion must be germane to the matter for which the meeting was called.
- (e) In order to amend or alter the Bylaws, notice of motion can be given at a meeting, no less than

seven (7) days prior to the motion being put to a vote. Alternately, a notice of motion can be given in writing to the membership no less than sixty (60) days prior to the vote.

- (f) In order for a motion to amend or alter the Bylaws to be carried, a two- third majority of the delegates present and voting must vote in favour.
- (g) Special General Membership Meetings of the Local may be called at any time by a majority vote of the Executive Committee, or upon written petition signed by not less than twenty-five members in good standing.
- (h) Special General Membership Meetings must be called not later than fourteen (14) days after receipt of a petition of the members as prescribed herein, and the membership must be given at least seven (7) days advance notice of these meetings.
- (i) Notice of Special General Membership Meetings shall be posted on the union website, all union notice boards and listservs at the university setting out the purpose of the special meeting.
- (j) Quorum at membership meetings shall be constituted by the following: one (1) per cent of the total membership in good standing with representation from all units, based on the last available membership list; and, three (3) members of the Executive Committee.
- (k) The Executive Committee shall call an Annual General Meeting (AGM) in March of each year for the purposes of reporting to the membership on the business transacted during the year and for the election of officers.
- (l) At the AGM the Trustees shall deliver their report to the membership, along with copies of the Auditor's Report; the Secretary-Treasurer shall submit to the membership a full financial report of the year, along with a proposed budget for the coming year for approval by the membership.
- (m) All working groups must submit a budget, a basis of unity, and rules about quorum at the AGM in order to access funds.
- (n) The Trans Feminist Action Caucus and the Trans Caucus shall have autonomy in allocating the budget provided to it without interference from the general membership, although the budget shall be presented to the AGM when the local's budget is presented for approval.
- (o) In bargaining years, the Executive Committee shall present a proposed strike budget at the Annual General Meeting (AGM) for approval by the membership.
- (p) Audio or video recording of all meetings and/or discussion of union business will not be permitted without the approval of members present. Members in violation of this policy may be asked to leave the meeting/discussion. Other resolutions may be permitted with consent of the members present.

## Article 16: Charges Against Members

All charges must be made in writing and dealt in accordance with Section B.XI. of the CUPE National Constitution.

## Article 17: Bargaining

### I. General

- (a) The local engages in coordinated bargaining, with all units negotiating simultaneously with the employer.
- (b) In accordance with the Labour Relations Act, each Bargaining Unit retains autonomy over its own Collective Agreement, including:
  - i. the determination of bargaining proposals;
  - ii. the selection of bargaining team representatives to represent the Bargaining Unit in negotiations;
  - iii. decisions over unit bargaining proposals during negotiations;
  - iv. strike and ratification votes.
- (c) All bargaining units shall strive for the best agreement for all units and with attention to marginalized groups and equity-seeking groups as defined by the Ontario Human Rights Act. As part of its commitment to democratic union structures, CUPE Local 3903 affirms its ongoing commitment to bargaining processes that are transparent and accountable.

### II. Election of Negotiating Teams

- (a) Bargaining unit members shall elect three (3) members in good standing to represent the bargaining unit in accordance with Article 14 (f) Election Phase, of these bylaws.
- (b) Only members in good standing in each bargaining unit shall elect their representatives to the Negotiating Team for that unit.
- (c) The Grievance Officer shall automatically be a member of the Local's Negotiating Team but will be a non-voting member and serve in a consultative capacity.
- (d) With the exception of the Grievance Officer, Bargaining Team members shall be elected as per above.
- (e) The Secretary-Treasurer of the local shall not act as members of the Bargaining Team, and in units with more than one hundred members; the Chief Stewards shall not act as members of the Bargaining Team.
- (f) The Executive Committee will have responsibility for opening nominations for a non-voting, non-unit specific Recording Secretary whose duties will include recording minutes of bargaining

meetings, and who will be paid the same honorarium as the rest of the Bargaining Team.

- (g) The Bargaining Team shall be dissolved once the bargaining post-mortem report is complete and submitted in writing to the Executive Committee.

### **Honoraria and Per Diems**

- (a) Each Bargaining Team member shall receive an honorarium of \$800 per month. Honoraria shall not be paid during the strike period.
- (b) In the event of a strike, Bargaining Team members are entitled to receipted expenses to a maximum of \$50 per day and such payments will be limited to actual days that the Bargaining Team meets to carry out their duties. This expense is to assist in defraying the daily costs incurred (including transportation and meals) while performing the duties required for the bargaining team. Bargaining Team members are eligible to do picket or alternate duty during a strike.
- (c) Only meetings longer than three hours qualify for the expenses.

### **Process**

- (a) Minutes shall be taken during Bargaining Team Meetings and changes to bargaining proposals made during bargaining will be recorded, including the number of votes. These minutes will be made available to general membership upon ratification and kept in a file in the CUPE 3903 Office.
- (b) The Bargaining Team, with the support of the Executive Committee, shall have on-going and wide consultation processes with the membership to support its work. To that end, the Bargaining Team shall give report-backs to the membership at all General Membership meetings.
- (c) In the event of a strike, the Bargaining Team shall provide written bargaining updates daily to the general membership.
- (d) The Bargaining Team shall normally suspend negotiations with the Employer 24 hours before any previously scheduled General Membership Meeting to ensure they have time to prepare a thorough bargaining report for that meeting.
- (e) The Bargaining Team shall, upon the ratification of all three (3) Collective Agreements, prepare a Bargaining Post-Mortem. This shall be provided to the Executive Committee and submitted to the CUPE 3903 Archives Curator within one (1) month of ratification.

### **Definitions**

- 1) “Without prejudice” is defined as non-committal explorative bargaining that can be communicated to members and retracted without being charged with bad faith bargaining.
- 2) “Media Blackout” means that no information can be disseminated to the media.

- 3) “Communications Blackout” means that no information can be distributed beyond the Bargaining Team.

## Article 18: Local Defence and Strike Fund

- (a) The Local shall maintain an ongoing Local Defence and Strike Fund from the dues and assessments of the members.
- (b) The Local Defence and Strike Fund shall be held and maintained in a separate account at a credit union or other chartered, government-insured financial institution.
- (c) Expenditures from the Local Defence and Strike Fund shall be in accordance with the Local Strike Policy and/or shall be made as follows:
  - (i) Beginning on the date of expiry of a Collective Agreement, the Executive Committee, in consultation with the Bargaining Mobilization Committee (see [Article 12](#)), and with the proper approval of the membership, shall be authorized to spend up to \$25,000 to prepare for a possible strike.
  - (ii) Beginning on the date of the expiry of a Collective Agreement, the Executive Committee may, in consultation with the Bargaining Mobilization Committee, and with the approval of the membership, spend up to \$25,000 from the Local Defence and Strike fund on special projects and campaigns related to bargaining mobilization, bargaining support, and strike aversion.
  - (iii) The Executive Committee shall be authorized to spend, upon approval by an *in camera* session of the Stewards’ Council, up to \$50,000 from the Local Defence and Strike Fund for any expenses related to organizing new bargaining units within the Local.
- (d) Where the Local commences strike action or is locked-out by the Employer, the expenditures necessary to conduct the strike shall be made from the Local Defence and Strike Fund.
- (e) In the event of a strike vote being called, and where necessary, the Executive Committee, with the proper approval of the membership, shall have authority to borrow funds from a credit union, or other chartered, government-insured financial institution, and such monies shall be placed into the Local Defence and Strike Fund of the local to be used for all the expenditures incurred during a strike.
- (f) In the event that interest or binding arbitration during the process of collective bargaining is agreed to or arbitration is forced upon a bargaining unit, related legal expenses shall be paid from the Local Defence and Strike Fund.
- (g) Upon termination of the strike, the Secretary-Treasurer shall provide, when practicable, a written financial report on the disbursement of the Fund to the Executive Committee, Stewards’ Council, and the membership-
- (h) In order to maintain a robust Local Defence and Strike Fund, the following percentage of remitted

dues shall be deposited into the Fund from each dues receipt:

- (i) When the balance of the Local Defence and Strike Fund is less than or equal to \$474,999.99, 10% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.
  - (ii) When the balance of the Local Defence and Strike Fund is between \$475,000.00 and \$649,999.99, 7.5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.
  - (iii) When the balance of the Local Defence and Strike Fund is between \$650,000.00 and \$824,999.99, 5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.
  - (iv) When the balance of the Local Defence and Strike Fund is between \$825,000.00 and \$999,999.99, 2.5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.
  - (v) When the balance of the Local Defence and Strike Fund is \$1,000,000.00 or greater, contributions to the Local Defence and Strike Fund shall cease, unless otherwise approved by the membership.
- (i) Where necessary, the Executive Committee is permitted to borrow from the Local Defence and Strike Fund—unless the Fund is valued at less than \$300,000—an amount sufficient to allow the Local to meet its regular operating expenses between May 1 and September 30 in a given fiscal year or anytime in the six months following a strike action or lock-out. The Secretary-Treasurer shall provide a written report at the next meeting of the general membership following any borrowing from the Local Defence and Strike Fund. All monies borrowed must be repaid in full no later than the last day of the same fiscal year, unless an extension is approved by the membership. The Local Defence and Strike Fund shall act as the sole contingency or reserve fund of the Local, with all contingency or reserve funds being transferred into and existing within the Local Defence and Strike Fund.
  - (j) or the purposes of calculating the value of the Local Defence and Strike Fund, the balance shall be understood to mean the total of all cash, assets, term deposits, and investments in the Fund on the day that the dues receipt is received by the Local.
  - (k) All interest generated from the Local Defence and Strike Fund will remain in the Fund.

## Article 19: Strike

- (a) A strike vote shall be carried out in the manner prescribed in Article 13 of these bylaws.
- (b) In the event of a successful strike vote (Article 20), a Strike Committee shall be struck consisting of members of the Bargaining Mobilisation Committee (BMC) – (Article 12), Executive Committee, Bargaining Team, and any interested general members. Subcommittees of the Strike Committee

shall include but not be limited to Strike Policy, Finance, Food and Acquisitions, Strike Headquarters/Off-Campus Space, and Transportation.

- (c) Where a decision to strike has been decided in the manner herein prescribed, and so ordered, every member shall endeavour to support the strike in a sincere and conscientious manner.
- (d) The Local's strike policy as approved by the general membership shall be available at all times in the Union Office and shall be distributed to all members before the commencement of a strike. Such policy can only be amended in accordance with Article 24 of these bylaws.
- (e) Every member shall comply with the strike policy of the Local.
- (f) Every member shall comply with the directions and/or instructions issued by the Executive Committee during the period of the strike.
- (g) In accordance with Article B.6.1 (m) of the CUPE National Constitution, a member of the local is guilty of a strike-related offence against the Constitution who fails to respect the local union's picket line, or works for the employer during a legal strike or a labour dispute, or engages in any strike-breaking activities. Violations shall be dealt with in the manner prescribed in Section B.VI. (Trial Process) of the CUPE National Constitution.
- (h) Strike pay shall be paid out weekly.
- (i) Strike Headquarters shall be wheelchair accessible. All committees of the strike shall be allowed to use the Strike Headquarters.

## Article 20: Strike Vote

Where the Executive Committee believes strike action to be necessary, the following provisions shall apply:

- (a) at least two General Membership Meetings (GMM) shall be called and notice shall be sent to every member in good standing advising her of the dates, times and places of the meetings, along with a summary and explanation for the recommendation to strike;
- (b) the notice shall be given to every member at least three days before the date of the first General Membership Meeting (GMM);
- (c) the General Membership Meetings shall deal only with strike issues and no other business shall be conducted;
- (d) in accordance with the Labour Relations Act, more than fifty percent (50%) of the votes cast by secret ballot in each unit shall be required to decide the issue in favour of a strike mandate;
- (e) three scrutineers shall be elected at the first of the General Membership meetings for the purpose of counting the ballots;

- (f) the balloting procedure shall be in the manner prescribed in Article 13 of these bylaws;
- (g) the decision shall be given to the membership within one day of the ballots being counted.

## Article 21: Ratification

- (a) Upon completion of negotiations, the Terms of Settlement shall be brought forward by the Bargaining Team for ratification to the membership at a meeting called for that purpose. The decision to bring forward the Terms of Settlement shall be made by a simple majority vote of the Bargaining Team. Each member shall have only one vote.
- (b) The Terms of Settlement shall be accepted or rejected by a simple majority vote of the ballots cast by the members in good standing on a unit-by-unit basis and in accordance with the Labour Relations Act.
- (c) Voting for the purposes of ratification shall be by secret ballot in the manner prescribed in Article 13 of these bylaws.

## Article 22: Voting of Funds

- (a) CUPE Local 3903 will pay out funds under the following circumstances:
  - (i) When the expenditure has received specific prior authorization through a membership approved budget;
  - (ii) When these bylaws approve the expenditure; or
  - (iii) Through a vote of the majority of members at a Membership Meeting, after proper notice of motion.

Authorization to pay per capita tax to CUPE National, CUPE Ontario Division, or any labour organization the local union is affiliated with, is not required.

- (b) In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than \$250, a notice of motion must be made at a regular Membership Meeting and then approved at the following regular Membership Meeting before the grant or contribution can be paid out.
- (c) No member of CUPE Local 3903 will be allowed to spend any local union funds without first having received authorization under Section 23 of these bylaws.

## Article 23: Delegates to Conferences, Convention and Educationals

- (a) Except for the Chairperson's option, all delegates to conventions, conferences and educationals shall be chosen by election at Membership Meetings.
- (b) All delegates attending conventions, conferences, or educationals held outside the City of Toronto



shall be paid transportation expenses (at economy, tourist or coach rates) and accommodation as determined by the Secretary-Treasurer and a per diem allowance of \$65.00 for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages.

- (c) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be a per diem allowance of \$25.00 for meals and expenses incurred by attendance at convention, conference or educational. The local union will reimburse the member's employer for any loss of wages.
- (d) CUPE Local 3903 will provide members with their per diem allowance prior to their attending the convention, conference or educational.
- (e) CUPE Local 3903 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences and educationals.

## Article 24: Amendments

- (a) These bylaws are always subordinate to the CUPE National Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE National Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE National Constitution.
- (b) These bylaws will not be amended, added to, or suspended except upon a two-thirds majority vote of those present and voting at a Regular or Special General Membership meeting following seven days' notice at a previous meeting or at least sixty (60) days' written notice.
- (c) No change in these bylaws will be valid and take effect until approved by the National President of CUPE. The validity will date from the letter of approval of the National President.

## APPENDIX A – Equality Statement

*The following statement is recited before every GMM in accordance with the union policy of promoting anti-oppression awareness and a respectful collegiality amongst the membership:*

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

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

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

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

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

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

## APPENDIX B – Rules of Order

Bourinot's Rules of Order will be adhered to at all meetings

- 1.** The Chair will be the Chairperson at all Membership Meetings. In the absence of the Chairperson, one of the three Unit Vice Presidents will be the Chairperson at the Membership Meeting. In the absence of the Chairperson and all Unit Vice Presidents, the Recording Secretary/Research Officer will be the Chairperson at the Membership Meeting. In the absence of the Chairperson, Unit Vice Presidents and Recording Secretary/Research Officer, members at the Membership Meeting will select a Chairperson by majority vote. Quorum rules must be met.
- 2.** Members are not allowed to speak about an issue for more than three minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
- 3.** The Chairperson of a committee who is making a report or the mover of a motion may speak for up to ten minutes. With the agreement of the members present, the ten minutes may be expanded.
- 4.** The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
- 5.** A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
- 6.** A motion to amend a motion, or a motion to amend an amendment is allowed, however a motion to amend an amendment to an amendment is not allowed.
- 7.** An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
- 8.** On motion, the regular order of business at a General Membership Meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
- 9.** Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
- 10.** At the request of a member, and upon a majority vote, a motion that contains more than one action or issue can be divided.
- 11.** The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.

- 12.** A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a Point of Order or on a Question of Privilege.
- 13.** The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
- 14.** A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
- 15.** A member that is called to order will stop speaking until the Point of Order is determined. If it is decided that the member is in order, then the member may continue speaking.
- 16.** Religious discussion of any kind is not permitted.
- 17.** The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
- 18.** The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
- 19.** When a motion is before the members, no other motion is in order except a motion to i) adjourn; ii) put the previous question; iii) lay on the table; iv) postpone for a definite time; v) refer; or vi) divide or amend. These six motions shall have precedence in the order indicated. Motions i through iii shall be decided without debate.
- 20.** The Chairperson will ask, “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
- 21.** A motion to adjourn is in order except when a member is speaking or when members are voting.
- 22.** A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
- 23.** After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary/Research Officer will count the standing vote.

**24.** If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, “Will the decision of the Chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the Chair is upheld.

**25.** After a question has been decided, any two members who have voted with the majority can move reconsideration, provided that a motion for reconsideration is made at either the meeting where the decision proposed for reconsideration was made, or at the very next meeting.

**26.** Members are allowed to leave a meeting with the permission of the Chairperson; however in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.

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

## APPENDIX C – Ways and Means Fund

### I. Preamble

The Ways and Means (W&M) Fund is available to members of all bargaining units who have experienced a recent, unexpected hardship that resulted in unexpected financial stress or hardship. Examples of such hardships include, but should not be viewed as limited to, a death in the family, unforeseen illness of the member or their dependants, theft and/or legal costs and other emergency circumstances.

This fund is available only to members of the Local, except in the case of the death of a member, where funds can be made available to the member's next-of-kin. The definition of next-of-kin and necessary documentation will be determined by the W&M Committee. For these exceptions, a minimum of \$10,000 of the W&M annual budget will be earmarked.

A minimum of \$10,000 will be earmarked for the purpose of assisting any member with a disability requiring work related accommodation.

### II. Adjudication Process

Due to the urgency of the applications, the Committee shall endeavour to meet every two weeks to adjudicate new applications and review any appeals.

Committee members shall endeavour to give applicants notice of the Committee's decision as soon as practicable.

Due to the finite nature of the fund and the desire to assist as many members as possible, no member will receive more than \$1,500 per Collective Agreement year (September 1 to August 31). In cases where it is deemed necessary by the Committee, this limit can be waived.

### III. Appeals

Committee members must report an appeal to the Executive Committee, and the Executive Committee will make a decision on the appeal. W&M Committee members will prepare the appeal application for 'blind review', which means that the name of the applicant who is appealing the Committee's decision is redacted. The W&M Committee will also provide the Executive Committee with a brief rationale for their decision. This appeal application will be adjudicated by the Executive Committee, and their decision is final.

## APPENDIX D – Extended Health Benefit Fund

### I. Preamble

The Extended Health Benefits Fund (EHBF) is collectively bargained by and for all bargaining unit members of CUPE 3903.

The purpose of the EHBF is to support members with health care costs that would cause an undue financial burden and that are not covered by the Sun Life Insurance plan, whether due to lack of coverage by the plan or exhaustion of benefits. In setting up the policy, guidelines and allocation process for the EHBF, the Union recognizes that there is a strong relationship between a range of social factors and a person's health and well-being. Such social determinants of health include, but are not limited to income, social support, education and literacy, employment and working conditions, housing, health services, nutrition and coping skills. The Union also recognizes that inequitable access to resources and supports may be specific and/or systemic. People may have a lack of access due to poverty and they may be denied access due to one or more forms of social exclusion (such as racism, sexism, ableism heterosexism and transphobia). Health issues and health inequities are thus often deeply intertwined.

This understanding also incorporates the fact that there is a finite amount of money in the fund for a growing union membership. Ongoing collective bargaining is critical to continuing to improve member access to funds to support them with health care expenses.

### II. Role of the Extended Health Benefits Committee

The Committee's collective role is to give equitable access to and allocation of a finite amount of funds in each Collective Agreement year to members of CUPE 3903 as per this policy. The Committee makes decisions based on all the guidelines set out below in the policy.

### III. Adjudication Guidelines

The following guidelines are used in the application review and fund allocation process. They include basic eligibility requirements, factors assessed for fair and equitable disbursement and eligible expenses. Adjudication is carried out using an equity lens and centering principles of anti-oppression. Members' applications should be taken in good faith and handled with appropriate sensitivity.

### IV. Confidentiality

As this committee deals with medical documentation, utmost care should be taken by committee members to respect the confidentiality of the members. Committee members should communicate only with the member regarding their application and should further information be required, this should be communicated to the applicant rather than sought directly from third parties, e.g. healthcare providers.

## **V. Basic Eligibility**

The Committee will endeavor to adjudicate applications on a monthly basis for both:

- (i) expenses which have occurred (requiring receipts)
- (ii) foreseeable expenses (requiring invoices/estimates)

Due to the limited availability of funds, access to the fund is restricted to members only. Family members and dependents are NOT eligible to receive EHB funds. The only exception is with reproductive technologies.

Health care expenses made during a Collective Agreement year will only be reimbursed during that year.

Member eligibility follows Sun Life insurance plan eligibility criteria. Thus, members may make claims for five months after the date of their last contract, as long as the expense made or proposed is in the Collective Agreement year in which the member applies.

All applications must be fully completed in order to be considered.

## **VI. Disbursement Factors**

- Members may apply as many times as they wish in a year.
- Priority will be given to first time applicants in a given year.
- Due to the finite nature of the fund and the desire to assist as many members as possible, no member will receive more than \$3,000 per Collective Agreement year. In cases of extreme need, the Committee can waive this limit.
- Approved applicants should expect to receive a portion of the costs applied for, with the possibility of an annual top-up based on the status of the fund.
- Applicants who have significant needs due to large upfront healthcare costs, social marginalization, or other factors may be provided up to their yearly limit in a single adjudication
- Committee members shall endeavour to give applicants notice of the Committee's decision as soon as practicable.

## **VII. Eligible Expenses**

Support from this fund might range from the one time purchase of an assistive device to an ongoing regiment of therapy or to unexpected health needs resulting from a sudden accident or injury. This includes assistance with costs associated with longer-term disabilities and/or care needs that are not otherwise covered by under other health insurance plans. Cosmetic procedures are not covered. In addition, the following is covered:

- Non-MD psychotherapy
- Travel health insurance (does not include baggage or cancellation insurance)



- Acupuncture
- Orthotics
- Vision care expenses, once the regular plan coverage is exhausted (proof of exhaustion required)
- Emergency dental work, once the regular plan coverage is exhausted (proof of exhaustion required)
- Naturopathy, Chiropractic, Physiotherapy, Psychologist, Podiatry and Massage Therapy once the regular plan coverage is exhausted (proof of exhaustion required)
- Incidental health expenses (e.g. hospital parking, emergency taxis, crutches/canes, etc.)
- Other services delisted from OHIP

### **VIII. Handling applications with discrepancies**

Should committee members have concerns regarding the nature of a claim being made, they should first seek to clarify the situation with the applicant in a sensitive manner that assumes good faith. If this does not resolve the problem, or if this does not seem appropriate to a particular situation, the committee should refer the application directly to the EHB appeals body as set out below prior to adjudication.

### **IX. Appeals**

When a member notifies the Committee that they wish to appeal a committee decision on their application, the member's application will be reviewed by one committee member, one designated Executive Committee member, and the Equity Officer (ex-officio).

To be considered, the appeal must be submitted within one month of the member's receipt of the Committee's original decision.

If the committee cannot come to an agreement on an adjudication, the application should be referred to the EHB appeals body.

## APPENDIX E – Professional Development Fund

### I. Preamble

The Professional Development Fund (PDF) is available to members of all bargaining units.

### II. Criteria & Procedures

- This money will be distributed three times per Collective Agreement year, in periods that correspond with academic terms and peak conference periods:

Period 1 (FALL)      Sep 1 — Dec 31      Deadline: Jan 10

Period 2 (WINTER)    Jan 1 — May 31      Deadline: June 10

Period 3 (SUMMER)    June 1 — Aug. 31      Deadline: Sept 10

- Priority will be given to applications for events that occur within the current period (e.g., applications for conferences in October will be given priority in the Fall period. If submitted in the Winter period, the same application will be considered lower priority and will only be funded if money remains after all current applications are processed)
- The PDF does not cover capital costs such as equipment, software, stationary, and books.

### III. Amounts & Distribution of Awards

- In each funding period, a maximum amount of funding is made available for disbursement.
- In the interest of awarding monies equitably to all eligible applicants, the maximum individual award for conference presentations in any academic year will not exceed \$600. The maximum individual award in any academic year for all other costs will not exceed \$250. Depending on the availability of matching funds, this maximum may also be adjusted to ensure widest coverage of the applicant pool.
- A member may only draw up to the total maximum of \$600 in a given academic year.

The PDF committee will endeavour to review applications as soon as possible after the competition deadline. Normally, funds are distributed within 6-8 weeks of the deadline. Committee members shall endeavour to give applicants' notice of the Committee's decision as soon as practicable.

## APPENDIX F – Electronic Communications Rules and Posting Guidelines

### I. Preamble

CUPE 3903 is committed to maintaining electronic methods of communication that are safe and accessible for all members while ensuring that they provide space for fruitful, spirited discussion. This means that, for electronic communications platforms with a restricted purpose and mandate, members are expected to limit their discussions to the scope of that platform. All members are expected to commit to participating in ways that are consistent with the CUPE code of conduct and to avoid harassing behaviour, discriminatory behaviour, and personal attacks (definitions below). While this kind of participation is meant to ensure a safe space for broad participation, it will not always ensure comfort. It is everyone's responsibility to be conscious of the difference between posts with content or opinions that one dislikes or finds politically disagreeable and posts that include discriminatory and/or harassing language.

If an email upsets you, please take the time to think about which one of these circumstances it represents. Similarly, if your remarks are flagged as harassing, discriminatory or attacking, please take the time to think about what you wrote before responding. Beliefs are changed most effectively through respectful discussion, not through personal attacks or summarily banning unpopular opinions. We hope and expect that all members will be able to contribute to maintaining a safe space for discussion.

However, we know that this is not always the case. As a result, our commitment to maintaining a safe space means that sometimes members who, after fair warning, prove themselves incapable of contributing to the production of such spaces may be temporarily or permanently banned in order to preserve the space for all members. While we recognize that absolute objectivity is never possible, our commitment to moderating as objectively as we can means that moderators will refrain from moderating discussions in which they are participating.

### II. Definitions

Harassment and discrimination are illegal under the *Ontario Human Rights Code* and/or the *Occupational Health and Safety Act*.

### III. Harassment and Discrimination

Harassment in electronic communications includes, but is not limited to, threats or a pattern of aggression, insulting, demeaning or derogatory remarks about an individual's intelligence, competence, physical appearance or other characteristics which create a negative psychological and emotional environment for the member and/or in the union. Harassment is demeaning, offensive, intimidating, embarrassing and hurtful, and can undermine the integrity of an individual.

Discrimination in electronic communications includes comments that demean others on the basis of/by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, ancestry, place of origin, native language, disability or disabilities, Acquired Immune

Deficiency Syndrome (AIDS), or related illness, political or religious affiliations or orientations, academic affiliations, record of sexual orientation, transsexual transition status, gender expression, and gender identity.

#### **IV. Electronic Communication Rules**

1. On signing up for the listserv or bulletin board, moderators give members the Electronic Communication Rules and Posting Guidelines. The rules and posting guidelines will also be posted on the union's website.
2. If someone does not respect the rules and guidelines once, the moderator(s) will remind them privately as to how the message contravenes the Electronic Communications Rules and Posting Guidelines and will inform the person about steps 3 to 5 below. The moderator(s) will also post a message to advise people that they are following up on the harassing, discriminatory or attacking post.
3. For failing to meet the guidelines again within one year, moderator(s) shall remove the member from that electronic platform for up to one week.
4. If a member removed returns to the listserv and does not meet the guidelines again within one year, moderator(s) may shall remove the member from the listserv from that electronic platform for up to one week.
5. If a member removed returns and does not meet the guidelines again within one year, moderator(s) shall remove the member that electronic platform until an investigation has been conducted by the Executive Committee, as per the CUPE constitution.
6. For particularly egregious postings, moderator(s) shall immediately remove the member from that electronic platform until an investigation has been conducted by the Executive Committee, as per the CUPE constitution.
7. All moderators will be given an orientation on how to implement this protocol and their attached job description.
8. Template messages for each step will be part of the job description.

#### **V. Appeals**

Members may appeal the decisions of the listserv moderator(s) to the Executive Committee, who will be guided by this document in reviewing the moderator(s) decision.

#### **VI. Posting Guidelines**

1. CUPE 3903 is a labour union. Try to limit discussion to topics that correspond to the objectives of the union as outlined in Article 2 in the objectives of the Constitution.

2. Remember that the person you are engaging with is another human being with thoughts, emotions, and feelings. Please be kind with your posts in the interest of building solidarity within the local.
3. If you find yourself writing an email or posting in haste or anger, save in a draft folder and reconsider it before you hit send.
4. It is crucial that all emails and posts are accessible for all members. This includes, but is not limited to:
  - using descriptive subject lines (for new posts and replies);
  - providing image descriptions for any uploaded or linked image;
  - providing text versions of any uploaded or linked audio;
  - avoiding embedded animated gifs or video (though links to them are acceptable);
  - avoiding use of blinking, moving, or coloured text, as well as extensive use of emojis (unreadable by some screen readers).]
5. Respect other people’s time. Try to limit the length of your emails and posts. For email listservs, limit your posts to no more than 3 emails to a list within a 24-hour period.
6. Be mindful of tone. Refrain from writing in caps. It is the equivalent of shouting. Likewise sarcasm can easily be misinterpreted.
7. Remember that not every person is educated in the same discipline as you; refrain from the use of language or acronyms that may exclude others from participating in the conversation.
8. Healthy debate means the use of constructive criticism and argument rather than attack. Focus on ideas, not people. Try to refrain from the need to be “right”. Ideas are much more easily understood if not espoused in an oppressive or demeaning way.
9. Be careful not to silence those who have a long political history of being silenced (i.e. women, persons with disabilities, racialized persons). Recognize individual privileges when engaging in debate and try to refrain from repeating oppressive or demeaning behaviour.
10. Freedoms of consciousness, thoughts or beliefs are protected by the Charter of Rights and Freedoms.

## **VII. Moderator Job Description**

It is the collective responsibility of CUPE 3903 members to implement the Listserv Rules and Posting Guidelines. The moderators of all listservs are to facilitate this as follows.

### **Moderators:**

1. Demonstrate impartiality and are polite but firm while communicating with members who are not following the Electronic Communications Rules and Posting Guidelines.

2. Do not participate moderate any discussions in which they are participating.
3. Add members to and remove them from the listserv as needed.
4. Point new members to Electronic Communications Rules and Posting Guidelines as soon as they sign them up.
5. Review posts regularly to ensure they followed Electronic Communications Rules and Posting Guidelines. If a moderator is unavailable for a period of time, they will seek back up from someone on the relevant caucus, committee or working group. For union-wide listservs/bulletin boards, there will be two moderators. The members of the executive shall also function as backup moderators for most bulletin boards in cases where moderators are unavailable, or are unable or unwilling to perform their duties.
6. Follow the steps outlined in the rules when post violates any of the Electronic Communications Rules and Posting Guidelines. They will use the sample templates below.

**Moderators are selected as follows:**

1. By the relevant caucus, committee or working group that they are participating in
2. For union-wide communications platforms, two moderators will be elected annually at a GMM or when replacements are needed. If there are no candidates, two executive members will perform the moderators' duties.
3. Each moderator shall receive an honorarium of \$500. Each moderator shall write a report of their activities to be presented to the Membership at the end of their term. Honoraria will not be released until this report is received.

**VIII. Template Messages**

**Template #1 (Warning)**

Dear [MEMBER],

Your post at [message URL or email thread] has been deemed to contravene the Electronic Communications Rules and Posting Guidelines. This is a friendly reminder to be careful that the content of your posts remains in line with the posted rules and guidelines. The next infraction will result in a temporary ban.

Please refer to the Electronic Communications Rules and Posting Guidelines in the CUPE 3903 By-laws or those posted on the CUPE 3903 Forums main index.

### Template #2 (Notification of Moderation)

A message was posted to on [message URL/email day/date] that contravened the union's Electronic Communications Rules and Posting Guidelines. This is to let members know that moderators are following up as per listserv rules and posting guidelines with the member who made the post.

### Template #3 (First Offense)

Dear [MEMBER NAME],

You have been temporarily banned.

The content of your post at [message URL or email thread] contravenes the Electronic Communications Rules and Posting Guidelines. While this may or may not have been intentional, the Electronic Communications Rules and Posting Guidelines require the moderators to ban any member who does this for up to one week.

Please refer to the Electronic Communications Rules and Posting Guidelines in the CUPE 3903 By-laws or those posted on the CUPE 3903 Forums main index.

### Template #4 (Second Offense)

Dear [MEMBER NAME],

You have been temporarily banned.

The content of your post at [message URL or email thread] contravenes the Electronic Communications Rules and Posting Guidelines. This is the **second** time this year that this has occurred. While this may or may not have been intentional, the Electronic Communications Rules and Posting Guidelines require the moderators to ban any member who does this for up to one week.

Please refer to the Electronic Communications Rules and Posting Guidelines in the CUPE 3903 By-laws or those posted on the CUPE 3903 Forums main index.

### Template #5 (Third Offense)

Dear [MEMBER NAME],

You have been banned.

The content of your post at [message URL or email thread] contravenes the Electronic Communications Rules and Posting Guidelines. This is the **third** time this year that this has occurred.

You will now be banned from posting until an investigation has been conducted by the Executive Committee, per the CUPE constitution, at which time you may be reinstated or permanently removed.

Please find below the listserv rules and posting guidelines. You will now be removed from the listserv until an investigation has been conducted by the Executive Committee, as per the CUPE National Constitution.

**Template #6 (Serious Offense)**

Dear [MEMBER NAME],

You have been banned.

The content of your post at [message URL or email thread] seriously contravenes the Listserv Rules & Posting Guidelines.

You will now be banned from posting to the forums until an investigation has been conducted by the Executive Committee, per the CUPE constitution, at which point you may be reinstated, or removed permanently.



## APPENDIX G – Donations Policy

### Donations Decision Making Policy

- (a) This Donations Policy applies solely to the 'Donations' and 'Solidarity Fund' budget lines within the Main Operating account.
- (b) The base amount for a donation from the Donations Fund is \$250. Donations of this amount will be decided upon at the Executive Committee level. The Executive Committee must disclose all donations at the next General Membership Meeting (GMM). Donations greater than \$250 must be approved with 2/3 majority vote at the next GMM with proper notice.
- (c) The base amount for a donation from the Solidarity Fund is \$250. Donations of this amount can be made by the Executive committee, and then disclosed at the next General Membership Meeting (GMM). Donation amounts in excess of \$250 must be approved at a GMM. The membership may increase the amount following prior donations procedures (notification of donation request prior to voting on the request), and donations from the Solidarity Fund will not exceed \$1000 without a vote with a 2/3 majority of the members present at the GMM. The Secretary-Treasurer (or her delegate) shall inform the membership, prior to voting, on the status of the budget line, should the donation in question be approved.

## APPENDIX H – Internal Sexual Assault Policy

### I. Goals of the Policy

All incidences of sexual violence are serious issues that warrant action. CUPE 3903 is committed to developing an intersectional and survivor-centric policy on sexual violence in union spaces. Given the widespread incidence of sexual violence on university campuses, CUPE 3903 has an imperative to act as a resource and support for members experiencing sexual violence.

The goals of this policy are to:

1. provide procedures that executive members or staff members of the local can follow when a member discloses an incident of sexual violence;
2. outline specific procedures for redress within the local which do not require police involvement;
3. outline the supports and resources available to members through the local; and
4. create an environment where the rights, needs, and wishes of the survivor are prioritized and respected as much as legal constraints allow.

### II. Survivor-Centric Approach<sup>1</sup>

A survivor-centric approach aims to create a supportive environment in which the survivor is treated with dignity and respect. In this policy, a survivor-centric approach applies a set of principles and skills to teach all members and staff how to engage with people who have experienced sexual violence.

In contrast with medical or criminal punitive approaches, using a survivor-centric approach, the survivor has a right to:

1. be believed and supported instead of being blamed for the harm they experienced;
2. choose and direct the course of action in dealing with the violence, within the bounds of this policy;
3. privacy and confidentiality;
4. be free from discrimination based on gender, age, race/ethnicity, ability, sexual orientation, religion, family status, mental health diagnosis and history, or any other personal characteristic;
5. receive relevant and useful information to help them decide their subsequent course of action.

Concretely, this means that the survivor must authorize any sharing of information relating to the incident, unless the Local is legally compelled to do so. Unless the survivor requests their involvement, York Campus Security will not be informed. If the survivor chooses redress procedures outside of this

---

<sup>1</sup> <http://www.endvawnow.org/en/articles/652-survivor-centred-approach.html>

policy, their decision will not prevent them from accessing local-specific resources which support survivors of sexual violence.

### III. Scope of the Policy

This policy applies to all current members of CUPE 3903, including all elected officers and political members.

This policy is intended to primarily address sexual violence where the survivor and the respondent are both CUPE 3903 members. It applies to members who are experiencing/or have experienced sexual violence, intimate partner and/or domestic violence where the harm was committed by a CUPE 3903 member, even if the incident occurred before the respondent and/or the survivor were CUPE 3903 members. This policy can only inform how members interact in union spaces, broadly defined, while recognizing that union, employment, and educational spaces often overlap. Nothing in this policy is meant to remove the employer's responsibility to ensure a workplace free from sexual violence.

This policy cannot be used to remove membership status and rights guaranteed under the Labour Relations Act.

Members experiencing this type of violence from non-members and/or outside the local can still disclose to another member and receive a list of internal and external resources.

### IV. Terms Used in the Policy

**Confidentiality:** The provisions under this policy that protect the privacy of all parties to the complaint. See [Appendix B](#).

**Designate:** An Executive Committee member or staff member of CUPE 3903 who assists the survivor in navigating this policy and other resources on behalf of the Local. Designates cannot act as a support person as defined under this policy.

**Equity Officer:** This term always refers to the 3903 Equity Officer. As an employee of CUPE 3903, they are not a member.

**Executive Committee:** The governing body of CUPE 3903 between membership meetings consisting of elected positions outlined in Article 8 of the CUPE Local 3903 Bylaws.<sup>2</sup>

**Gender-based Violence:** Violence that is committed against someone based on their gender identity, gender expression or perceived gender. Gender-based violence is not limited to physical abuse but includes words, actions, or attempts to degrade, control, humiliate, intimidate, coerce, deprive, threaten, or harm another person.

---

<sup>2</sup> <https://3903.cupe.ca/resources/bylaws/>

**Intimate Partner Violence:** An act of abuse between an individual and a current or former romantic, sexual or dating partner. Intimate partner violence is sometimes called domestic violence. For this policy intimate partner violence describes a situation where the perpetrator lives with or used to live with the survivor. Instances of intimate partner violence are wide ranging and can take many forms such as physical, sexual, financial, spiritual or emotional. It occurs when one person uses power to control over another through threats or actions, control over finances, social isolation, humiliation, outing them as queer or trans, or other kinds of coercive behaviour.<sup>3</sup>

**Member:** All persons covered under the terms of the scope clauses of CUPE 3903's Collective Agreements, Bylaws, and the CUPE National Constitution.

**Respondent:** The person who the survivor names in their complaint as the person who harmed them.

**Staff:** Persons employed by CUPE 3903 on a full- or part-time basis, and who are not members of CUPE 3903.

**Separation of Parties:** Separation of parties may involve banning the respondent from some or all union activities for a set period of time. If separation of parties cannot be achieved, a plan may be enacted to provide support and safety for the survivor in joint spaces.

**Sexual Violence:** An umbrella term describing any harm, physical or psychological, carried out through sexual means or by targeting sexuality. Sexual violence includes all forms of unwanted sexual contact as well as name-calling, sexual humiliation, and sexual targeting.

**Sexual Assault:** Any unwanted act of a sexual nature imposed by one person upon another including activities such as kissing, fondling, oral, anal or vaginal sex, or other forms of penetration without consent. Sexual assault can be experienced by members of any gender.

**Sexual Harassment:** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature such as non-consensual distribution of sexual images, or humiliation through sexual jokes. Sexual harassment happens when any of the following factors are present: 1) the conduct is presented as a term or condition of an individual's employment, education, living environment or participation in a University community; 2) the acceptance or refusal of such conduct is presented as the basis or a factor in future decisions affecting an individual's employment, education, living environment, or participation in a University community; 3) the conduct unreasonably impacts an individual's employment or academic performance or creates an intimidating, hostile, or toxic environment for that individual's employment, education, living environment, or participation in a University community. Sexual harassment may occur in one incident or as a series of behaviours.

**Support Person:** A person of the survivor's choice who helps them navigate the process. Staff employed by CUPE 3903 cannot act as support person.

---

<sup>3</sup> [http://www.ontla.on.ca/web/bills/bills\\_detail.do?locale=en&Intranet=&BillID=3795](http://www.ontla.on.ca/web/bills/bills_detail.do?locale=en&Intranet=&BillID=3795)

**Survivor:** A person who has experienced sexual violence. People of any gender can experience sexual violence. Some people may prefer the language of “survivor,” some may prefer the language of “victim” and some may prefer a different term. Members will make every effort to use the preferred terminology.

**Transformative Justice:** The idea that meaningful justice processes that work towards healing, engaging the people who have caused harm, and repairing relationships can be developed. It is a process that seeks individual justice while recognizing that we need to transform our communities to address the root causes of violence.<sup>4</sup>

**Union Spaces:** Defined broadly to include physical, social and online forums where union activities occur, including but not limited to the physical union offices, social events, any meeting of a union committee, informal meetings between members and an executive member or a staff person, and/or union social media accounts.

## V. Training on Sexual Violence

CUPE 3903 will employ a tiered system for training on issues of sexual violence.

**Staff Training:** CUPE 3903 staff will be trained by a professional external to the local. The training should occur within six months of the implementation of the policy and within six months of the hiring of any new staff member. Regular training should then occur every two years, or at a greater frequency if decided upon by the 1281-3903 Labour Management Committee. The Executive Committee, in consultation with 3903 staff and TFAC Co-Chairs, will decide on third party training resources. The third party should have knowledge of the dynamics of sexual violence and direct experience in developing and delivering training about survivor-centric disclosure and resolution processes. See [Appendix C](#) for suggested training resources.

**Executive and Member Training:** The Equity Officer is responsible for co-coordinating and/or hosting training around sexual violence for CUPE 3903 members, including those who serve on the Executive Committee.

Executive Committee Training: Executive training will include 1) training on survivor-centric procedures which will allow members of the executive committee to act in a survivor-centric manner at the point of disclosure; and 2) information on resources, both from 3903 and outside avenues, that are available to survivors.

Member Training: All members will have access to training on survivor-centric approaches to sexual assault disclosure at least once a year. The Equity Officer is responsible for organizing member training.

---

<sup>4</sup> <https://stillmyrevolution.org/2015/12/23/transformative-justice-and-as-harm/>

## **Training Priorities:**

All training should address the following:

- The goals and use of this policy.
- Facts about the prevalence and patterns of sexual violence in post-secondary institutions.
- Disabled peoples' experiences of sexual violence and the practice of access.
- BIPOC people's experiences of sexual violence.
- Traditional and intersectional narratives of victimhood. Educational tools and resources should be provided that illustrate the many ways a survivor could behave and disclose.
- How to put survivor-centric policies into practice.
- Education around resources for survivors including Toronto-based local, provincial and national resources.
- Education on the resources to meet the needs of intersectional survivors such as active listening resources for queer, trans, non-binary, disabled, and racialized survivors.
- Self-care and group care strategies that staff can use to mitigate the long-term emotional labour of receiving disclosures.

## **VI. Procedures Regarding Disclosures of Sexual Violence**

CUPE 3903 Executive Committee members and staff will do everything in their power to maintain confidentiality and respect the autonomy of the survivor from the point of disclosure. From the point of disclosure and throughout any subsequent processes, CUPE 3903 Executive Committee members and staff will use a survivor-centric approach as outlined in the Approach section of this policy. This means that disclosures of sexual violence should always be validated and taken as being in good faith. We recognize that people who experience violence respond in a variety of ways, and that race, ability, and sexual history or sexual orientation have no bearing on the validity of a complaint.

CUPE 3903 recognizes that:

- Disclosures of instances of sexual violence are traumatic for the survivor;
- Disclosure does not begin any process unless the survivor requests it;
- The privacy and confidentiality of the survivor is of utmost priority throughout the disclosure process
- A survivor should have complete control over the process of disclosure including who they choose to disclose to, and when they choose to disclose \*
- A survivor should decide who serves as their support person in the disclosure and/or complaint process; and
- If a survivor discloses an instance of sexual violence, they should not be pressured to make further unnecessary repetitions to limit the re-traumatization that can occur with retelling.

\*The union will make every effort to protect the privacy and confidentiality of the survivor. However, the Union's ability to ensure confidentiality and privacy has particular limits and legal constraints as outlined in this policy. These limits and legal constraints are made explicit throughout this policy and

the Union will make every effort to inform the survivor of these limits and constraints throughout the process.

**Procedure when Disclosure Occurs in Person:**

If the survivor discloses to an Executive Committee member or staff person who is **not** the Equity Officer, that person becomes a designate of CUPE 3903. The designate will:

- Affirm and validate the survivor’s experiences;
- Offer support through active listening and refrain from taking written notes unless asked to by the survivor<sup>5</sup>;
- Communicate the Confidentiality Policy and how/how long their information will be kept;
- Outline options and resources that are available to the survivor;
- Direct the survivor to the Equity Officer and may, with the consent of the survivor, inform the Equity Officer of the details that the survivor wishes to share.

If the survivor chooses not to involve the Equity Officer, the designate will direct the survivor to an alternate staff member who may assist in navigating informal and formal avenues of redress and/or assist the survivor themselves.

If the survivor discloses directly to the Equity Officer, the Equity Officer:

- will validate the survivor’s experiences;
- will offer support through active listening and refrain from taking written notes unless asked to by the survivor or unless notes are needed for the purposes of filing a grievance or engaging in a hearing related to the case. In such cases where notes may be requested or required, the survivor must be informed that such notes may be compelled by the courts in relation to any future legal proceedings that may arise in relation to the disclosure;
- will communicate the confidentiality policy and how/how long their information will be kept;
- may conduct safety planning and suggest relevant counselling options;
- may refer the survivor to resources and help the survivor navigate those resources if requested;
- may inform the survivor on all avenues of redress listed in this policy and offer to help the survivor navigate these avenues;
- may represent the member in any process covered by their collective agreement.

A survivor who has disclosed to the Equity Officer may elect to switch to another designate at any time.

---

<sup>5</sup> Written documentation may be subject to a subpoena by the courts and survivors should be advised accordingly.

### **Procedure when Disclosure Occurs Remotely:**

Every effort will be made on the part of the Union to protect the privacy and confidentiality of members in cases where disclosures occur remotely. However, members will also be made aware that legally, the Union may be subpoenaed to produce records of disclosures that have been remotely documented.

CUPE 3903 will make every effort to guarantee confidentiality in the remote disclosure process (see [Appendix B](#)).

### **Email Disclosure**

CUPE 3903 has dedicated an email address that can only be accessed by CUPE 3903's Equity Officer. This allows survivors to disclose instances of sexual violence any time of day and they will receive both an immediate response and a personalized follow up email by CUPE 3903's Equity Officer as soon as the email is received by the Equity Officer. The immediate automated email response includes a comprehensive list of available local, provincial, and national resources including contact information for immediate counselling, emergency shelters, medical attention and contact information for the Equity Officer including a breakdown of the hours that the Equity Officer is available in the CUPE 3903 office. The immediate automated response will also outline the Union's commitments to protect the privacy and confidentiality of members in cases where disclosures occur remotely, and will also outline the possible limits of the Union's ability to protect member privacy and confidentiality in remote disclosures (i.e. the Union may be subpoenaed to disclose records of disclosures that have been remotely documented).

The follow up contact, either by phone or email by the Equity Officer, will affirm the survivor's experience, while outlining the procedures available to the survivor should they seek more specific resources or want to move forward with an informal or formal resolution.

### **Phone Disclosure**

Survivors can disclose instances of sexual and/or gender-based violence by phone to the Equity Officer. They can either talk to the Equity Officer directly over the phone or leave a message any time of day and receive an answer immediately upon the message being heard by the Equity Officer.

## **VII. Resolution Processes**

There are two resolution processes under this policy: informal and formal.

The informal process requires the consent of both parties, and takes a transformative justice approach. The emphasis is on attempting to reach a resolution through mediation or other consensual arrangements. The aim is to address the harm in a way that is less adversarial and seeks to remedy the forces in our communities that allow and promote sexual violence. A survivor can choose to switch from an informal to a formal process at any time.



The formal process consists of an investigation by a third party, and does not require the consent of the respondent. By definition, it is an adversarial process which seeks to unearth the veracity of events. The formal process may be better in cases where the respondent is not willing to participate in an informal process, or the survivor feels that events in question are too severe to warrant an informal resolution.

In both informal and formal processes, an immediate separation of parties will be implemented for 14 days. This separation of parties is meant to act as a cool-down period and should not be construed as evidence of wrongdoing.

### **VIII. Informal Resolution<sup>6</sup>**

This option focuses on providing: a) information to both parties, b) support to the survivor, including referrals, and c) the possibility of mediation for resolution. The survivor and the respondent are each entitled to have a support person while pursuing an informal resolution. Informal resolution procedures do not require any direct contact between the parties. The Equity Officer, or alternate designate, will provide support to the survivor that may include, but is not limited to:

- Providing information on members rights as an employee of York University under the Collective Agreement;
- Directing members to appropriate university or local community services;
- acting as a neutral mediator between members;
- Providing advice and/or advocacy, including referrals to staff representatives regarding potential grievances against the Employer;
- Reviewing the benefits and drawbacks of third-party mediation, and;
- Recommending to the Executive Committee the hiring of a third-party mediator.

#### **Hiring an External Mediator:**

The Equity Officer or designate will inform the survivor that hiring of an outside third party will require financial approval from the Executive Committee. The discussions of the Executive Committee will always take place in a confidential *in camera* session and will not disclose names if at all possible.

#### **Possible Informal Remedies:**

Unless otherwise indicated, these remedies are negotiated through the Equity Officer or designate:

- Communicating the reported conduct to the respondent and demanding it to stop;

---

<sup>6</sup> These informal resolution guidelines were developed using several member-to-member harassment procedure documents including: TIWI Member to Member Harassment Research Report 2004, the interim Anti-Harassment Procedure for CUPE 3903 approved by the general membership on October 17, 2006, and the Sexual Assault Policy of an unnamed Toronto radical group.

- Voluntary mediation between the parties. At this meeting, parties can be face-to-face or in separate rooms. The focus of the meeting will be: a) the impact of the reported conduct on the survivor, and b) reaching an agreement on a holistic resolution of the complaint.
- Hiring a third-party external mediation. Where a third-party mediator is present the focus of the meeting will be the same as in internal mediation.

The Equity Officer or designate will notify the survivor of the respondent's response to the complaint. If the respondent is unwilling to participate in the informal process, the survivor can begin an internal formal complaint. At any point in this process the survivor can halt the informal complaint and launch a formal complaint.

Resolutions may include but are not limited to:

- an apology by the respondent to the survivor;
- counselling or anti-oppression training for the respondent;
- a separation of parties.

Once resolutions have been agreed upon by both parties, a designate will be assigned to address any concerns or questions from either party.

#### **Where the Complaint is Against an Executive Committee Member:**

When a complaint involves an Executive Committee member, an outside third party will be contracted to fulfill the duties assigned to the Equity Officer or designate for the purposes of the complaint.

#### **Where Respondent Does Not Cooperate with the Informal Process:**

If the respondent does not respect the resolutions arrived upon by the informal resolution process, a formal complaint may be launched. Any informal resolution can be appealed by either party, and the appeals process will result in the initiating of the formal procedure.

### **IX. Internal Formal Complaint Processes**

A formal complaint can be launched at any point by the survivor, or by the respondent through an appeal of an informal resolution. A support person of the survivor's choosing may assist the survivor in articulating the complaint. CUPE 3903 staff including the Equity Officer cannot act as support people, but they can recommend a support person on behalf of the survivor. The survivor or their designate will deliver the complaint to the Equity Officer or the Complaint Resolution Committee. If the complaint is delivered to the Equity Officer, the Equity Officer will then deliver it to the Complaint Resolution Committee.

At any point in time in the process, the survivor may have a support person of their choosing take over as their official representation in the process.

The survivor can withdraw the complaint at any time in the formal complaint process. If the survivor withdraws the complaint, the investigation will be terminated, and the case will be closed.

Due to the nature of a formal process, written notes and documents will need to be kept, subject to the confidentiality policy outlined in Appendix B. The survivor must be informed that such notes may be compelled by the courts in relation to any future legal proceedings related to the disclosure.

### **Formation of a Complaint Resolution Committee:**

The Complaint Resolution Committee shall consist of three Executive Committee members, of which one shall be a TFAC Co-Chair. Election to the committee occurs annually at an Executive Committee Meeting no later than thirty days after the swearing in of a new Executive. If Complaint Resolution Committee members withdraw from the committee or leave the Executive Committee a replacement will be elected as soon as possible. Names of Committee members shall be made available to the membership through the Local's website.

Once a complaint has been submitted any member of the Complaint Resolution Committee with a demonstrated conflict of interest must recuse themselves. A replacement shall be elected at the next Executive Committee Meeting. Both the survivor and the respondent can identify Resolutions Committee members with potential conflicts of interest.

The Committee will attempt to come to a consensus whenever decisions are required. If a consensus cannot be reached a simple majority vote will determine the outcome.

The role of the Complaint Resolution Committee is to:

- Receive a complaint from the survivor and/or their support person.
- Verify that the complaint falls within the scope of this policy, and if so, and with the survivor's consent, to proceed with the Formal Resolution process.
- Inform the respondent that a complaint has been made.
- Bring forward a motion to the next Executive Committee meeting for the hiring of an outside investigator. If quorum cannot be achieved an emergency executive meeting will be called as soon as possible.
- Facilitate the forwarding of confidential information to and between parties if and only if necessary, to move the formal complaint process forward.
- Keep the survivor and respondent informed regarding the investigation and address their questions/concerns.
- Receive the investigator's report and meet with the survivor to discuss the report and determine steps towards resolution. The committee shall bring to this meeting some suggestions for resolution.
- Consent must be granted by the survivor for any suggested resolutions that would impact the respondent's participation in the union, or that require the involvement of the survivor. The Complaint Resolution Committee is empowered to determine which resolution steps fall under this clause.
- Deliver a summary of the investigator's report to the survivor and respondent outlining the steps towards resolution that both parties must follow, including timelines where appropriate. The Resolution Committee should request that the investigator writes a report summary for this purpose.

- Track the resolution of cases, remain the point of contact for both parties and follow up with parties as outlined in the communicated steps towards resolution.
- Close the complaint when appropriate following the procedures outlined in this policy.
- Discuss with the survivor or a support person of the survivor's choosing any immediate support needs, and assist in the creation of a plan to meet those needs. The Committee will collaboratively develop a communication plan with the survivor.
- Review and update the Resources list (Appendix C of this policy) annually.

### *Conflicts of Interest*

Any CUPE 3903 Executive Committee member named in the complaint must recuse themselves from the Complaint Resolution Committee. Any member of the Complaint Resolution Committee who has a close relationship with either the survivor or respondent that could influence their decision-making (positively or negatively) must declare a conflict of interest.

The definition of a “close relationship” is necessarily vague. Any Committee member who even suspects that their relationship with the survivor or respondent may be viewed as a conflict shall disclose this relationship to the rest of the Committee. Both parties can identify Complaint Resolution Committee members with potential conflicts of interest. Where doubt exists that the relationship constitutes a conflict, the committee is empowered to decide whether a conflict exists. Any Committee members with a conflict of interest shall recuse themselves from the Committee.

The following are automatically conflicts of interest:

- Committee members who are relatives of either party;
- Committee members who are or were intimate partners of either party;
- Committee members who have lived with either party currently or in the past;
- Committee members who are or have been involved in legal proceedings with either party;
- Committee members who are the employer/supervisor of either party.
- Committee members who are an employee reporting to or employed by either party.

### **Powers of Investigation & Decision-making**

The Complaint Resolution Committee will hire an external professional to investigate the complaint. The investigator may call witnesses from our General Membership, but may not compel them.

Within two weeks of the completion of the investigation, the committee will recommend resolutions that may include but are not limited to:

- an apology from the respondent,
- counselling or anti-oppression training for the respondent,
- a separation of parties,
- requiring the respondent to step down from any position held within the local (including the Executive Committee).

## **Confidentiality of Committee Activities**

All activities, records, and proceedings of the committee shall be strictly confidential and conducted *in camera*. No aspect of the committee's work should ever be discussed outside of the committee and each member of the committee will sign a lifetime binding confidentiality agreement. If it becomes apparent that this agreement has been violated, the person who violated the agreement will lose all privileges possible under the CUPE National Constitution indefinitely or permanently, and may be subject to the CUPE National Trial Process. All records of the formal complaint processes will be permanently locked away and only the Equity Officer will have access to these records. Every part of this policy must follow the confidentiality procedures under Appendix B.

## **Appeal of Resolution**

If a member wishes to appeal resolutions determined by the Complaint Resolution Committee (CRC) they may do so within 30 days of receiving the CRC's decision.

The appeal should be delivered in writing to the Recording Secretary. If the Recording Secretary is a party to the original complaint or sits on the CRC, the appeal should be delivered to the Chairperson. The appeal should name the survivor and respondent and include a brief explanation of why the appellant disputes the resolutions of the CRC.

The appeal shall be based on procedural issues, or disputes of the CRC's resolutions. The report of the third party investigator is not subject to appeal. The appeal must be based on the information available to the CRC at the time of decision making; new information cannot be included in the appeal.

Once in receipt of the appeal, the Recording Secretary or Chairperson is then responsible for ensuring that the appeal is added to the next Executive Committee meeting agenda. The agenda item will be *in camera*. The discussion will be procedural only. The Recording Secretary or Chairperson shall notify both the appellant of the date for the Executive Committee meeting wherein the appeal will be reviewed. The Executive Committee shall determine if the appeal meets the criteria outlined above. If the appeal does not meet the criteria above then it will move no further. The Recording Secretary or Chairperson will inform the appellant that the appeal was denied because it did not meet the criteria. The appellant may file another appeal provided it is within the initial 30 day days following the CRC's decision.

If the appeal does meet the criteria above, a motion will be put forward to approve the hiring of a third party mediator. The Executive will also appoint an executive officer to oversee the appeals process. This executive officer cannot be a member of the CRC, the survivor, or respondent. This executive officer functions in an administrative role and will not be deciding on the appeal itself. From here this executive officer will be referred to as the Appeals Director (AD). The AD will notify the survivor and respondent that the Executive has found the appeal to meet the criteria and that a third party mediator will be hired. The survivor should be assured that an appeal is directed at procedural issues or disputes of the CRC's resolutions and is not an appeal of the investigation itself nor will it address the veracity of the original complaint.

Within two weeks of the Executive Committee approving the hiring, the AD will arrange for the hiring of a third party mediator (from here referred to as “appeal mediator”) and assist in connecting the appeal mediator with other parties as necessary. The AD shall not have access to any confidential information associated with the original complaint resolution process except for names and contact information necessary to perform their administrative role. The AD may also address questions of a procedural nature, or non-confidential material (e.g., local’s bylaws) as necessary.

The AD will provide direction to the mediator on the scope of the appeals process. The appeal mediator’s role is to: (1) determine if there were procedural issues in the complaint resolutions process, and/or (2) review the dispute resolutions determined by the CRC. Which aspect the appeal mediator will focus on will be determined by the appeal filing (e.g., if the appeal was of the CRC’s recommended resolutions only then the appeal mediator should not seek to determine separately if there were procedural irregularities). The AD should also inform the appeal mediator that when deciding on the outcome of the appeal the Executive Committee is restricted to upholding or striking the CRC’s resolutions in whole or in part, and cannot determine new resolutions and/or strike a new investigation.

The AD shall connect the CRC, survivor and respondent to the appeal mediator. The survivor can refuse to participate in the appeals process in which case the appeal mediator will be directed not to contact the survivor. However, this does not stop the work of the appeal mediator and the appeals process. If the appellant refuses to work with the appeal mediator then the appeal is dismissed and the work of the mediator will be considered concluded.

At the conclusion of their work, the appeal mediator shall submit a written report of their findings and a separate brief summary report including recommendations to the AD. The content and scope of the written report of findings shall be left to the appeals mediator. The purpose of the separate brief summary report including recommendations is distribution to the parties involved in the appeal and the Executive Committee. As such, the AD shall instruct the appeals mediator to compose the brief summary including recommendations in a way that minimizes the disclosure of confidential information. Details of the original complaint, and/or the investigator’s report generated during the complaint resolution process, should not be included in any report from the appeal mediator unless absolutely necessary.

Within one week of receiving the reports from the appeal mediator, the AD will deliver the brief summary and recommendations to the appellant and the CRC. The AD will deliver the brief summary and recommendations to the survivor, if and only if, the survivor has elected to participate in the appeals process. The written report of findings is not to be distributed. The AD will arrange for storage of the report of findings and the separate brief summary including recommendations, as per the confidentiality procedures within the Internal Sexual Violence Policy.

Within one week of receiving the reports from the appeal mediator the AD will also contact the Recording Secretary to have the report placed on the next Executive Committee meeting agenda. This shall be an *in camera* discussion item. The AD will distribute the appeal mediator’s brief summary including recommendations to the Executive Committee ahead of the meeting. The AD will bring a copy of the appeal mediator’s full report of findings to the Executive Committee meeting, but it is not

to be distributed ahead of the meeting. If the AD cannot attend the Executive Committee meeting the Recording Secretary or Chairperson can act on their behalf.

The Executive Committee shall discuss the appeal mediator's brief summary including recommendations and attempt to decide the outcome of the appeal. If the Executive Committee feels they require the full report of findings to make their decision then, at this point, the AD will distribute the report. The full report of findings will be distributed in numbered hard copy; all copies will be collected and destroyed at the conclusion of the meeting. If the Executive feels the report is too extensive to review within the meeting then discussion of the appeal will be tabled to the next Executive Committee meeting. A secured copy of the report of findings may be made temporarily available to the Executive for review before the next meeting.

When deciding the outcome of the appeal the Executive should strive for consensus but a decision can be passed by a majority vote. The Executive Committee can uphold or strike the CRC's resolutions in whole or in part. The Executive Committee cannot determine new resolutions. The Executive Committee cannot direct the start of a new investigation. The Executive Committee's decisions are final.

## **X. Other Avenues of Complaint**

### **CUPE National Trial Process**

The Trial Process is currently the only means available under the CUPE National Constitution that could potentially result in a binding finding of exclusion from union spaces. For further information on the CUPE National Trial Process, members can refer to Appendix F of the [CUPE National Constitution](#). The latest version of the CUPE Trial Process includes a provision that provides members with an alternative process for dealing with complaints regarding discrimination and harassment, located in Section F.4(c) of the constitution, and further outlined in the CUPE National Trial Procedure Handbook.

It should be noted that, considering the structure of the Trial Process and CUPE National alternative process for complaints on harassment, the local cannot guarantee that the Trial Committee will be composed of individuals who are adequately trained in issues of sexual violence. This process does not meet the survivor-centric nature, confidentiality, and conflict of interest standards outlined in this policy.

For the reasons outlined above, we encourage members to use the process set out below rather than the CUPE National trial process.

### **Using the Grievance Process**

The grievance process follows our collective agreements (Article 6). A grievance is always against the employer (York), and not an individual. Nothing in this policy is meant to remove responsibility from the employer for ensuring a workplace free from sexual violence.

Filing a grievance can be helpful when it is a matter of health and safety, for example keeping the survivor safer in their work environment. A successful grievance may be a way of ensuring a binding separation of parties in the workplace and/or York properties.

A grievance is filed against the employer and not the union. Consequently, settlements only apply to members as employees, and do not apply to member participation in union spaces. A survivor may choose to pursue a grievance along with other processes.

To initiate a grievance, the survivor or their representative must talk to staff. Staff can file a grievance without the presence of the survivor in the required meetings.

### **External Complaints**

Survivors may opt to file a complaint that is external to the local, for example to York University, to the Human Rights Tribunal, or to the police. The local cannot get directly involved in these processes. Similarly, any finding under York's Sexual Violence Policy cannot be automatically applied to union spaces. However, a survivor may still access any funds or supports offered by the local if they choose an external process.

### **XI. Resources**

An appendix ([Appendix C](#)) is attached to this policy containing a list of resources to assist members experiencing sexual violence. The list should include resources for members who experience overlapping oppressions on the basis of race, sexuality, ability, language, and/or other bases of oppression. The Complaint Resolution Committee must vet this list annually to ensure that resources remain current, and adjust the listings as necessary.

### **XII. Review of the Policy**

This policy shall be reviewed by an independent reviewer every five (5) years. The reviewer will evaluate the policy for both currency and function, and will make recommendations to the executive committee of any updates required. These recommendations will be publicly available to the membership.



## **Appendix A: Complaint Resolution Committee - Documents and Further Procedures**

Formal procedures occur when a survivor launches a formal complaint or either party appeals an informal resolution. The composition and role of the Complaint Resolution Committee is outlined in Section 9 of this policy (CUPE 3903 Internal Sexual Violence Policy).

These Documents and Further Procedures are meant to guide and support the Committee in fulfilling their role. Within these documents and procedures, “the Committee” refers to the Complaint Resolution Committee, and “the Policy” refers to the CUPE 3903 Internal Sexual Violence Policy.

The Complaint Resolution Committee has three members. Whenever decisions made, the committee should attempt to meet in its entirety. As outlined in the Policy, the Committee will attempt to come to a consensus whenever decisions are required. If a consensus cannot be reached a simple majority vote will determine the outcome.

### **1. Receiving a complaint**

The survivor, their support person, or a designate of the local to whom the survivor has disclosed can deliver a complaint to any member of the Committee. The Committee member who receives the complaint should document its submission by filling in the ***Sexual Violence Policy Complaint Submission Form***.

If the complaint is received electronically (i.e., via email) it should be printed in its entirety, including any accompanying messages/emails. Due to the decreased security in sharing/transmitting electronic documents, it is the physical copy that should be used for the remainder of the Internal Formal Complaint Process, whenever possible.

Upon receiving the report a Committee member(s) should discuss with the survivor or a support person of the survivor’s choosing any immediate support needs, and assist in the creation of a plan to meet those needs. Staff, and other resources found within this Policy, can be used by the Committee in meeting the survivor’s support needs.

Receiving the complaint and filling in the ***Sexual Violence Policy Complaint Submission Form*** begins the formal record-keeping of the Internal Formal Complaint Process (CUPE 3903 Internal Sexual Violence Policy, Section 9).

The Committee member who receives the complaint should contact the other Committee members as soon as possible to arrange a meeting regarding the complaint. Electronic communications regarding the complaint should not contain member names or identifiable information.

### **2. Verifying that the complaint falls within the scope of the Policy**

The Committee should meet and review the complaint as soon as possible after it has been submitted. The review is not to address the veracity of the claim, only to assess whether it falls under

the scope of the Policy. The ***Sexual Violence Policy Complaint Review - Scope Form*** will assist the Committee in making their decision and should be completed for documentation purposes.

At the meeting where the complaint is first reviewed, a Committee member should be designated as a contact person for the survivor. The survivor must be contacted after the review and informed on whether the Committee has agreed to proceed with the Internal Formal Complaint Process or not.

Even if the Committee has found the complaint falls under the scope of the Policy and has agreed to proceed with the Internal Formal Complaint Process, they must confirm consent of the survivor to proceed with the Formal Complaint Process before proceeding.

### **3. Appealing the Finding of the Committee on Scope**

In the case of a finding that the complaint does not fall within the scope of the Policy, the survivor can appeal to the Executive Committee. Such an appeal will rely on the ***Sexual Violence Policy Complaint Review - Scope Form*** and not contain any names or identifying information. The appeal will be heard in a confidential *in camera* session. The appeal shall be included on the agenda of the next Executive Committee meeting, which shall be no later than two weeks after the appeal is filed. The appeal decision will then be communicated to the survivor by the Committee. The decision of the Executive Committee is final.

### **4. Informing the Respondent of a Complaint**

A member of the Committee will be designated to act as a contact person for the respondent. The respondent should be contacted once the Committee has found that the complaint falls under the scope of the Policy and has agreed to proceed with the Internal Formal Complaint Process. The respondent should be directed to the Internal Sexual Violence Policy and be made aware that an outside investigator will be hired to investigate the complaint.

### **5. Keeping the Complainant and Respondent Informed**

Members of the Committee will be designated as the point of contact for the respondent and survivor. The point of contact for both parties cannot be the same person.

The Committee may wish to draft template communications for standard points in the process to ensure consistency across complaints and completeness of the information given.

The Committee may address questions/concerns about the process but should not discuss the complaint itself with either party. This does not preclude the Committee from referring to aspects of the complaint, for instance in the explanation for their scope decision given to the survivor. However, it is the role of the outside investigator to discuss the complaint and ask questions of the parties.

## 6. Hiring an External Investigator

If the Committee finds that the complaint falls under the scope of the Policy and has agreed to proceed with the Internal Formal Complaint Process, they must bring forward a motion to the next Executive Committee meeting for the hiring of an external investigator.

The external investigator should have training and/or experience in workplace investigations of sexual violence, and be familiar with labour law as it applies to the relationship between unions and their members. The investigator should be made familiar with this Policy, and should agree to take a survivor-centric approach to the investigation. The investigator will provide both a detailed report and a summary of their investigation to the Committee.

## 7. Reviewing the Investigator's Report and Determining Steps Towards Resolution

The Committee should meet and review the investigator's report as soon as possible after it is received. If resolutions are deemed necessary, the Committee shall decide on potential resolutions to suggest to the survivor. The Committee shall provide the investigator's summary to the survivor and meet with them to discuss and determine steps towards resolution.

Consent must be granted by the survivor for any suggested resolutions that would impact the respondent's participation in the union, or that require the involvement of the survivor. The Complaint Resolution Committee is empowered to determine which resolution steps fall under this clause.

The Committee should include an outline of the steps towards resolution that both parties must follow, including timelines where appropriate. The Committee should also determine how they will track the resolution of cases.

Delivery of the summary report and steps towards resolution should be documented using the ***Sexual Violence Policy Complaint - Summary of Investigator's Report and Steps Towards Resolution Form***.

## Sexual Violence Policy Complaint Submission Form - Template

This form shall be completed by a member of the Complaint Resolution Committee upon receipt of a formal complaint. All forms and documents received and generated by the committee are confidential and shall not be shared with parties outside the Committee unless otherwise noted in the CUPE 3903 Internal Sexual Violence Policy.

Immediately upon receiving a complaint, the Committee member(s) shall fill in this form and attach it to the complaint.

**File ID\*:** \_\_\_\_\_

**Name(s) of survivor:** \_\_\_\_\_

Contact information of survivor:

**Name(s) of respondent:** \_\_\_\_\_

Contact information of respondent, if known:

**Complaint received on:** \_\_\_\_\_

**Complaint received by** (this should be a Resolutions Committee member): \_\_\_\_\_

Once received, the complaint, and this attached form, will be stored in a locked storage cabinet. Only Complaint Resolution Committee members shall have access to the cabinet. No copies, electronic or otherwise, will be made of complaints/documentation unless necessary for the formal resolution process.

This form is subject to the confidentiality provisions outlined in Appendix B of the CUPE 3903 Internal Sexual Violence Policy.

\*The File ID should not include information that would identify the survivor and/or respondent. As much as possible, the case will be referred to by its File ID.

## Sexual Violence Policy Complaint Review - Scope Form - Template

To help determine if the complaint submitted under the Formal Resolution Process of the CUPE 3903 Internal Sexual Violence Policy falls within the scope of the policy, the Complaint Resolution Committee must review the complaint.

The Complaint Resolution Committee shall meet as soon as possible, and no longer than two weeks after the receipt of a complaint, to decide whether the complaint falls under the scope of the policy and to inform the survivor of this meeting and any subsequent decisions emerging out of this meeting.

**File ID\*:** \_\_\_\_\_ **Date of review:** \_\_\_\_\_

**Name of Committee member(s) performing review of complaint:**

|   |  |
|---|--|
| <p>Membership status of survivor<br/><br/>(circle the appropriate response)</p>   | <ul style="list-style-type: none"> <li>• Survivor is a member of CUPE 3903.</li> <li>• Survivor is not a member of CUPE 3903.</li> <li>• Membership status of survivor is unclear.</li> </ul>  |
| <p>Membership status of respondent<br/><br/>(circle the appropriate response)</p> | <ul style="list-style-type: none"> <li>• Respondent is a member of CUPE 3903.</li> <li>• Respondent is not a member of CUPE 3903.</li> <li>• Membership status of respondent is unclear.</li> </ul>  |
| <p>Incident(s) reported<br/><br/>(circle the appropriate response)</p>            | <ul style="list-style-type: none"> <li>• Incident(s) reported, all or in part, falls under the definition of sexual violence in the CUPE 3903 Internal Sexual Violence Policy.</li> <li>• None of the incident(s) reported fall under the definition of sexual violence in the CUPE 3903 Internal Sexual Violence Policy.</li> </ul> |

Decision of Committee (circle appropriate response):

- Complaint falls under the scope of this policy.
- Complaint does not fall under the scope of this policy.

\*This is the File ID written on the Sexual Violence Policy Complaint Submission form.

**Sexual Violence Policy Complaint - Summary of Investigator's Report and Steps Towards Resolution Form - Template**

This form shall be completed once the investigator's report has been reviewed and steps towards resolution have been determined (if necessary). This form should be attached to the original complaint, along with the investigator's report and filed as part of the complaint records.

**File ID\*:** \_\_\_\_\_

**Investigator's Report Received on:** \_\_\_\_\_

**Date Complaint Resolution Committee Reviewed Investigator's Report:** \_\_\_\_\_

**Date of Meeting with Survivor to Review Investigator's Report:** \_\_\_\_\_

**Resolutions required (circle one):**    yes    /    no

**Resolutions Determined (if required):**

*Resolutions should be as detailed as necessary and include time period in effect or time by which completion of resolution step is required. A similar "Resolutions Determined" list should be shared with the survivor and respondent.*

**Summary of Investigator's Report and any Resolutions Delivered to Survivor:**

**Date:** \_\_\_\_\_                      **Delivered by:** \_\_\_\_\_

**Summary of Investigator's Report and any Resolutions Delivered to Respondent:**

**Date:** \_\_\_\_\_                      **Delivered by:** \_\_\_\_\_

\*This is the File ID written on the Sexual Violence Policy Complaint Submission form.

## **Appendix B: Confidentiality for Sexual Violence Disclosures**

In situations of disclosures of sexual violence to Executive members and/or Union staff, every effort will be made to protect the privacy and confidentiality of members. Executive members are bound by the Confidentiality Rules/Agreement as set out in the CUPE 3903 Bylaws.

The Union shall use and share information only with the written agreement of the member concerned or as permitted by law that applies to the Union, or the Union by-laws.

CUPE 3903 and its representatives recognize that union spaces can be toxic places for survivors of sexual violence and recognize the importance of allowing survivors the option to disclose and seek resources and/or redress remotely without having to disclose in person. Every effort will be made on the part of the Union to protect the privacy and confidentiality of members in cases where disclosures occur remotely. However, members who choose to disclose remotely must also be made aware that the Union may be legally required or compelled to disclose records of disclosures that have been remotely documented.

### **Physical records of member disclosures of sexual violence**

Executive members and staff will refrain from taking written notes unless asked to by the survivor or unless notes are needed for the purposes of filing a grievance or engaging in a hearing related to the case. In such cases where notes may be requested or required, the survivor must be informed that such notes may be compelled by the courts in relation to any future legal proceedings that may arise in relation to the disclosure.

All physical notes and other material that contain member disclosures of sexual violence will be kept in locked offices, cabinets or otherwise secure storage when not in use. Such material will not be kept in open areas and will not be accessible to the general membership.

Upon termination of term of office, an Executive member or Complaint Resolution Committee member shall immediately transfer to their successor and/or place in secured storage any material containing member disclosures of sexual violence. No Executive or Complaint Resolution Committee member shall keep material containing member disclosures of sexual violence beyond the length of their term of office.

Once a case is closed, either through the consent of the survivor or the end of the investigative process, any written notes or documents will be kept for a period of three years, after which the materials will be shredded and/or disposed of in confidential waste containers. Should the survivor request it at any time within those three years, the notes or documents may be provided to them.

### **Electronic records of member disclosures of sexual violence**

Every effort will be made on the part of the Union to protect the privacy and confidentiality of members in cases where disclosures occur remotely. However, members who choose to disclose sexual violence through email must be made aware that the Union may be legally required or

compelled to provide records of disclosures that have been remotely documented via electronic means.

Electronic material including databases, downloaded emails, and other files containing member disclosures of sexual violence will be kept on devices secured, at a minimum, by a password and accessible only to the Executive or Complaint Resolution Committee member requiring the information to fulfill their duties as per the CUPE 3903 Sexual Violence Policy.

Portable hard drives such as USB flash drives containing member disclosure of sexual violence and any relevant and related materials shall be, at a minimum, secured by a password and/or stored in locked offices, cabinets, or otherwise secured storage when not in immediate use.

Email communication containing member disclosure of sexual violence should be conducted through official email addresses authorized by the local. Any emails with member disclosures of sexual violence sent to private email addresses in the course of union business should be forwarded to official email addresses or otherwise securely stored if needed for record keeping and deleted from all personal devices of the Executive or Complaint Resolution Committee member. Members who chose to disclose to the personal email addresses of an Executive or Complaint Resolution Committee member must be made aware of the limits of the Union to protect the privacy or confidentiality of information provided via a third-party email service.

The confidentiality and data retention policies of all third-party software/systems used by the local shall be available to members.



## Appendix C: Resources Available for Survivors of Sexual or Gender based Violence

### CUPE 3903 Resources

#### *Sexual Assault Survivors Support Fund*

- Assists members with costs associated with sexual assault including, but not limited to, counselling, legal support and lost wages. More information: <https://3903.cupe.ca/sexual-assault-survivor-support-fund/>

#### *Extended Health Benefits Fund*

- To support members with health care costs that would cause an undue financial burden and that are not covered by the Sun Life Insurance plan provided by our collective bargaining agreement. More information: <https://3903.cupe.ca/extended-health-benefits-fund/>

#### *Ways and Means Fund*

- Available to members who have experienced a recent, unexpected hardship that resulted in unexpected financial stress/hardship. More information: <https://3903.cupe.ca/ways-and-means-fund/>

#### *Trans-Feminist Action Caucus (TFAC)*

- An autonomous body of CUPE 3903 that consists of all women, trans, gender queer and gender variant members of the Local. TFAC works in coalition with other feminist organizations on campus to improve the position of all women, trans, gender queer and gender variant people at York University and within the labour movement. More information: <https://3903.cupe.ca/tfac-2/>

#### *Equity Officer*

- The Equity Officer is a 3903 staff person with experience dealing with equity-based issues that affect members, including filing equity-based grievances with the employer.  
E-mail: [CUPE3903.equity.officer@gmail.com](mailto:CUPE3903.equity.officer@gmail.com); Blog: <http://cupe3903equityofficer.blogspot.ca>;  
Phone: 416-736-5154 ext. 3

### York University Resources

Please note, these are listed for informational purposes. Inclusion does not indicate CUPE 3903 necessarily endorses these resources.

#### *The Centre for Sexual Violence Response, Support & Education (formerly the SVRO)*

- The Sexual Violence Response Office coordinates supports and resources for all members of the community that have experienced sexual violence, receives disclosures and complaints,

### CUPE Local 3903 Bylaws

facilitates safety planning, and assists survivors through the complaint process. More information: <https://thecentre.yorku.ca>

### *Sexual Assault Survivors Support Line*

- 24-hour peer-support via our support line on issues related to sexual violence including personal and academic concerns, stress, sexuality etc. Support line can be accessed at: 416-650-8056. More information: <http://sassl.info.yorku.ca/>

### **Greater Toronto Area Resources**

Please note, these are listed for informational purposes. Inclusion does not indicate CUPE 3903 necessarily endorses these resources.

#### *Toronto Rape Crisis Centre/Multicultural Women Against Rape*

- Crisis intervention, counselling and referral for survivors of rape/sexual assault. Open 24 hours. Services available in several languages. Phone: 416-597-8808; Web: [trccmwar.ca](http://trccmwar.ca); Email: [crisis@trccmwar.ca](mailto:crisis@trccmwar.ca)

#### *Women's College Hospital Sexual Assault/Domestic Violence Care Centre (SA/DVCC)*

- Acute care for those assaulted within the past week. Centre support available 24 hours a day, seven days a week. Support for cis-women and cis-men as well as trans people who have experienced sexual assault and/or intimate partner violence. You do NOT have to choose to involve police to access this service. Phone: 416-323-6040; Web: [womenscollegehospital.ca/programs-and-services/sexual-assault-domestic-violence-care-centre](http://womenscollegehospital.ca/programs-and-services/sexual-assault-domestic-violence-care-centre)

#### *Women's Support Network of York Region*

- Provides free, confidential services for women who have experienced sexual violence. Phone: 905-895-7313; Web: [womenssupportnetwork.ca](http://womenssupportnetwork.ca)

#### *Assaulted Women's Helpline*

- 24-hour telephone support and counselling available in several languages. Phone: 416-863-0511; Web: [awhl.org](http://awhl.org)

#### *Sexual Assault/Rape Crisis Centre of Peel*

- Provides a 24/7 crisis line, online crisis chat, 1-on-1 therapy, therapeutic groups and workshops. Phone: 1-800-810-0180; Web: [hope247.ca](http://hope247.ca)

### *Native Child and Family Services*

- Offers support to women, children and men to aid in the prevention of and healing from abusive relationships. Phone: 416-969-8510; Web: <https://www.nativechild.org/adults/woman-abuse>

### *Gerstein Crisis Centre*

- 24hr, community-based mental health crisis center. Phone: 416 929 5200; Web: <http://gersteincentre.org/>

### *Anishnawbe 24/7 Mental Health Crisis Management Service*

- Mental health crisis service for people who identify as Indigenous. Phone: 416 891 8606; Web: <https://www.aht.ca/contact-aht>

### *Interpreter Services Toronto*

- Provide language and interpretation to access services in the community, including services for clients who are deaf and/or hard of hearing. Email: [ist@schliferclinic.com](mailto:ist@schliferclinic.com); Web: <http://www.interpreterservicestoronto.ca/>

### *Canadian Hearing Society Connect Counselling Services*

- Provides counselling services to those who are hard of hearing and/or deaf. Phone: 416 928 2512; TTY: 416 928 251;1

### *One in Six*

- Provides information and 24/7 online support to men who have experienced sexual violence and abuse. Web: [1in6.org](http://1in6.org)

### *The 519 Community Counselling*

- Provides access to professionally trained volunteer counsellors who are familiar with LGBTTI2Q+ issues, services and therapists. Phone: 416-392-6878 x 4000 Web: [the519.org/programs/community-counselling](http://the519.org/programs/community-counselling)

### *Distress Centres of Toronto*

- Telephone support for crisis intervention, suicide prevention programs and traumatic loss support. Phone: 416-408-HELP (4357) or TTY 416-408-0007

### *Oasis Centre des Femmes*

- Service for Francophone women who have experienced any form of violence, including sexual violence. Provides various forms of support including: counselling services, legal support,

employment preparation, transitional and housing support, and support for immigrant and refugee women. Phone: 416-591-6565; Web: oasisfemmes.org

### **Legal and Advocacy Resources**

#### *WomenatthecentrE/Women's Centre for Social Justice*

- Non-profit advocacy and support centre led and run by women who have experienced sexual violence. Services include personal advocacy and peer support for family courts systems. WomenatthecentrE also engages in political and social advocacy aimed at informing policy and programs and changing perceptions about sexual and gendered based violence. Phone: (416) 964-0892; Web: womenatthecentre.com

#### *Barbra Schlifer Clinic*

- Provides legal advocacy and information, interpretation services, referrals, transitional and housing support and counselling services for women who have been physically abused, including sexual violence. Phone: 416-323-9149 ext. 234 Web: schliferclinic.com

### **Third-Party Training Resources**

1. Farrah Khan, Consultant and Educator - <http://www.farahkhan.ca/consultant>
2. Nneka MacGregor, Consultant and Lawyer - <http://www.womenatthecentre.com/staff/nneka-macgregor/>

The following GTA Resources, described above also provide Training Resources:

- The 519 Community Counselling
- Toronto Rape Crisis Centre/Multicultural Women Against Rape

## APPENDIX I – Confidentiality Rules

These rules are meant to set out minimum guidelines, and apply to committee members, including Executive Committee members, and officers. This includes the Bargaining Team and any committees formed during bargaining mobilization and possible strike action. Individual committees/officers may make more stringent rules as they see fit.

### I. General Procedures

All Executive/committee members or officers must sign the confidentiality agreement found here (Section 6). The Chairperson shall be responsible for ensuring Executive Committee members do so within two weeks of starting their term. The Vice Presidents shall do the same for members of other committees and officers within thirty days of assuming their position, and before any access to member information is granted. Signed confidentiality agreements will be delivered to the Recording Secretary to become part of the administrative records of the local.

Member information here is defined as information that includes but is not limited to email and home addresses, phone numbers, details of fund applications, disclosures of sexual violence and grievances. In general, any personal information provided by members to the local, which committee members and officers otherwise would not be privy to outside of their official duties should be considered member information.

The Chairperson shall facilitate the organizing of confidentiality training for the Executive Committee and the Vice Presidents shall facilitate the organizing of training for the other committees and officers. Confidentiality training, at a minimum, should consist of reviewing this Confidentiality Policy and ensuring those being trained are aware of their responsibilities under the policy. All efforts shall be made to provide confidentiality training before executive/committee members or officers are provided access to member information.

### Physical records of member information

All physical notes, applications and other material that contains member information will be kept in locked offices, cabinets or otherwise secured storage when not in use. Such material will not be kept in open areas, accessible to the general membership/population.

Upon termination of term of office, an Executive/committee member or officer shall immediately transfer to their successor and/or place in secured storage, any material, containing member information. No Executive/committee member or officer shall keep material containing member information beyond the length of their term of office.

Once an Executive/committee member and/or officers have assumed their role, they will destroy all material containing member information that is older than seven years that has come into their possession. Material shall be shredded and/or disposed of in confidential waste containers. The conditions of storage and the length of time records will be kept should be clearly communicated to members submitting information to the local.

## **Electronic records of member information**

Electronic material including databases, downloaded emails and other files containing member information will be kept on devices secured, at a minimum, by a password and accessible only to the Executive/committee member or officer requiring the information to fulfill their duties. Portable hard drives such as USB flash drives containing member information shall be, at a minimum, secured by a password and/or stored in locked offices, cabinets or otherwise secured storage when not in immediate use.

Email communication likely to contain member information should be conducted through official email addresses authorized by the local. Any emails with member information sent to private email addresses in the course of union business should be forwarded to a successor or otherwise securely stored if needed for record keeping, and deleted from all personal devices at the end of the Executive/committee member or officer's term.

The confidentiality and data retention policies of all third-party software/systems used by the local shall be available to members.

Once an Executive/committee member and/or officers have assumed their role, they will delete all electronic material containing member information that is older than seven years that has come into their possession. However, since electronic material is not as easily or thoroughly destroyed as physical material, alternative means of submitting information should be provided to members with concerns where practicable.

## **II. Executive Committee**

Executive Committee members may need quick and ready access to a large amount of member information, and may need to communicate this information with each other and staff in order to perform their duties effectively. The above general procedures will still apply.

Member information gained in private conversation/communication while acting as an executive officer shall not be shared unless necessary for the performance of executive duties, or unless the member whose information is in question is aware that the information will be shared.

Access to, and the information on, membership lists and other bulk databases of members shall only be accessible to current Executive members and staff.

Relevant information on membership lists and other bulk databases may be shared with committee members and/or officers provided it is necessary for the functioning of the committee or officer's duties (e.g., confirming eligibility for a fund). The Executive Committee member sharing the relevant information from the membership list/database shall share only what is necessary, and remove members' information not necessary for the functioning of the committee or officer's duties. The Executive Committee member sharing the membership list/database shall ensure that those receiving the information treat it following the rules laid out in this policy and do not continue to have access to the information after their term of office.

The Stewards Council/Bargaining Mobilization Committee/Strike Committee may authorize the sharing of membership lists and other bulk databases with members for specific mobilization tasks. The body sharing the membership list/database shall ensure that those receiving the relevant information treat it following the rules laid out in this policy and do not continue to have access to the information after the task is complete.

### **III. Other committees/officers**

Committee members/officers shall use member information shared with them only for the purposes of their duties. No other uses of information are permitted. Anonymized information (information that would not identify the member in question) may be used when reporting on committee matters if necessary.

Committee members/officers shall not share member information revealed/gained in the course of the performance of their duties, unless it is necessary for the completion of their duties. This includes sharing of information with members of other committees, Executive Committee members, officers and/or staff. This does not preclude committee members discussing procedural issues in a manner that does not reveal personal member information.

Committees overseeing the distribution of funds will not reveal the names or other information of fund applicants unless it is required for the disbursement of the fund, and only to those necessary for the purposes of disbursement.

Committees overseeing the distribution of funds will store any records containing member information securely, and destroy records as outlined in this procedure. The conditions of storage and the length of time records will be kept should be clearly communicated to all those applying for funds.

### **IV. Breaches of Policy**

If a member alleges that this policy has been breached, the allegation must be delivered in writing to a member of the Executive Committee within sixty (60) days of when the member became aware of the alleged breach. The Executive Committee member who received the complaint will then add it to the next Executive Committee agenda.

At the next Executive Committee meeting, the allegation shall be reviewed in an *in camera* session, and the Executive Committee will determine next steps. If the allegation is against an Executive member, that Executive member shall recuse themselves from the discussion and any resulting votes.

Next steps may include but are not limited to:

- Investigating the potential breach and revisiting the issue after the investigation,
- Dismissing the allegation

If the Executive Committee decides to investigate the breach, the first step will be to solicit a written response from the individual accused of the breach. Additional steps of the investigation may require meeting in camera with the individual accused of the breach and, separately, with the complainant.

If, after the investigation, the Executive Committee finds that a breach has occurred, they shall then determine an appropriate remedy at the next Executive meeting.

The Executive Committee will provide a description of the next steps and/or remedies determined to the complainant, in writing, within five (5) business days of the Executive Committee meeting where the issue was discussed. The remedies/penalties shall not go into effect until the offending member has had the opportunity to appeal the decision before a GMM (see 'Appeal' subsection below).

Appropriate remedies may include but are not limited to:

- Verbal and/or written warning,
- Verbal and/or written apology to the affected parties,
- Removal of access to member information for a set period of time.

In cases of serious breach, the committee member or officer who has been found guilty will be immediately removed from their position, and shall only receive the pro-rated honorarium for the work they have already completed until that point. They shall lose access to the remaining of the honorarium, reimbursements, or any other monies connected to the position.

If an Executive Committee member is found guilty of a serious breach of this policy, the breach will be announced at the next GMM. The honorarium of the said Executive Committee member will immediately be withheld for 2 months. The Executive Committee may consider calling a recall SGMM, if it is necessary to protect member information from further breaches as per Article 8.m of the local's bylaws.

## **V. Appeal**

If an Executive/committee member or officer found guilty of breach of this policy wishes to appeal, they may do so within 30 days of receiving the Executive Committee's decision. The appeal should be delivered in writing to the Recording Secretary. If the Recording Secretary is the appellant, the appeal should be delivered to the Chairperson. The appeal should state the incident in question and include an explanation of why the appellant disputes the finding of guilt and/or the punishment. The Recording Secretary or Chairperson is then responsible for ensuring that the appeal is added to the next GMM agenda. They will also request from the Executive Committee a written response to the appeal.

At the GMM, the written appeal from the appellant as well as the response from the Executive Committee shall be made available to the membership. The appellant will be given an opportunity to speak to the membership in favour of the appeal. If the appellant cannot attend the GMM, they may



send someone to speak on their behalf. A member of the Executive Committee will be given an opportunity to respond to the appellant on behalf of the Executive Committee.

Any information in the written appeal and response to the appeal that reveals the identity of members other than the appellant must be redacted before being shared with the membership. The appellant or the appellant’s representative and the Executive Committee member responding to the appeal will also be directed to refrain from identifying any members other than the appellant in any oral statements made at the GMM.

Once all parties have addressed the membership, a vote shall be called. The membership will vote on upholding the Executive Committee’s finding of guilt of breach and/or the punishment. A simple majority will be required for the vote to pass; otherwise the decision will be overturned. The decision of the membership cannot be appealed.

**VI. Draft confidentiality agreement**

I, \_\_\_[name]\_\_\_\_\_ acknowledge that as \_\_\_\_\_[position(s)]\_\_\_\_\_ I may learn or have access to confidential member information. I acknowledge and agree to abide by the policies and procedures within the CUPE 3903 Confidentiality Policy (Bylaw Appendix H).

Both during and after my term, I shall not disclose, transfer or provide access to confidential member information to any third party except as outlined in the Confidentiality Policy. I shall use all such information for the purposes of fulfilling my role, and duties, within the local and no other purpose.

I shall not use any confidential member information, or access to such, to engage in any activity or allow others to engage in any activity that conflicts with the CUPE 3903 Confidentiality Policy (Bylaw Appendix H).

I acknowledge that any breach of the CUPE 3903 Confidentiality Policy is detrimental to local and I may be subject to discipline including loss of my position or legal action, in addition to any other remedies that CUPE 3903 may see fit.

I understand and agree that the CUPE 3903 Confidentiality Policy applies to my treatment of confidential member information gained during my term even when I am no longer in the position.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_.  
month year

\_\_\_\_\_  
Signature of the Executive/committee member or officer

## Appendix J – Casual Hiring Process for Councils, Committees, Working Groups, and Caucuses

The hiring of casual labour by any of the Local's Councils, Committees, Working Groups, and Caucuses which possess a budget line or account must be performed in an open and transparent fashion.

The following process will be followed:

- The Council, Committee, Working Group, or Caucus will present a budget to either the General Membership or Caucus Membership for approval. This budget will include funds specifically earmarked for the hiring of casual labour.
- After the budget approval, a job description, including a list of responsibilities and expectations for the position, will be sent to the Chairperson and Treasurer to ensure compliance with the CUPE 1281-3903 Collective Agreement (CA) regarding casual employment. Should the responsibilities and expectations for the position overlap with existing CUPE 1281 job descriptions, the Chairperson or Treasurer will inform the entity wishing to hire about options to proceed, including, but not limited to: (1) the position needing to be rethought to ensure compliance with the CUPE 1281-3903 CA, (2) the securing of a waiver from CUPE 1281 to allow the position to go forward, or (3) suggestion how existing staff members with relevant job descriptions could assist with the project.
- The Council, Committee, Working Group, and Caucus will then internally approve the posting and hiring protocol at a minuted, quorate meeting. The protocol must adhere to the Local's equity approach to hiring.
- The posting must contain, but is not limited to, the following: (1) the position title, (2) that the position is a casual hire, (3) the number of hours/hourly rate of pay or total compensation upon completion of project, (4) the job description, (5) a list of responsibilities and expectations, (6) required/recommended experience and work history, (7) whether CUPE 3903 members will be prioritized, (8) a description of a complete application package, and (9) a hiring timeline. The posting must be provided to the Communications Officer and publicly circulated.
- No member applying for the position or with a conflict of interest may take part in any discussions or decisions related to hiring. A conflict of interest is defined as any close relationship with an applicant that could influence the member's decision-making (positively or negatively). Where doubt exists that the relationship constitutes a conflict, the committee is empowered to decide whether a conflict exists and must record its reasoning.
- The following are automatically conflicts of interest:

- Applicants and committee members who are relatives
  - Applicants and committee members who are or were intimate partners currently or in the past
  - Applicants and committee members who have lived together currently or in the past
  - Applicants and committee members who are or have been involved in legal proceedings with each other
  - Applicants and committee members who have an employment relationship with each other such that the applicant or member are the supervisor/employer of the other
- A hiring decision, based on the entity's hiring protocol, must be approved at a minuted, quorate meeting of the Council, Committee, Working Group, or Caucus.
  - Upon a hiring decision being reached, an offer of casual employment/contract will be created that must contain: (1) the position title, (2) the successful applicant's name, (3) the number of hours/hourly rate of pay or total compensation upon completion of project, (4) the termination date of the contract, (5) the expected work/projects they will complete, and (6) the name of who will be supervising them. The offer will be sent to the Treasurer for their signature and then forwarded to both the successful applicant and CUPE 1281 (as per Article 3.05.2 of the CUPE 1281-3903 CA). The total compensation offered within the contract cannot exceed the budget line for the hiring entity.

Casual hires cannot be used to allocate funds to compensate additional work performed by sitting committee members. Any such arrangement must be brought to the membership for approval of an increased honorarium.

## Appendix K – Accessibility Policy

CUPE 3903 is committed to ensuring that our union spaces are made as accessible as possible. We understand that it is important to be creative and flexible about accessibility and that the accessibility needs of individuals and groups can change day to day, or even during the course of a meeting. In light of this commitment, considerations for GMMs, SGMMs, and Townhalls should include and not be limited to:

1. Meetings should be booked for no longer than 3 hours. Meetings can be extended by a 2/3 majority vote (as per Article 15) but may not be extended for more than 30 minutes.
2. All 3 hour in person meetings must contain at least one 10 minute break. All 3 hour Zoom meetings must contain at least two 10 minute breaks. Additional breaks may be offered.
3. Spaces booked for meetings must be wheelchair/walker/mobility accessible and there must be seating that is able to accommodate a range of body sizes. Accessible seating will be reserved at the front of the meeting room and in aisle seats that are nearby to the room exits. Space will be made available at the back of the meeting room for standing/stretching. Meeting spaces must be located nearby to accessible all-gender washrooms.
4. Captioning and ASL interpretation will be provided at all SGMMs, GMMs and AGMs, and at other membership meetings upon request. Requests for ASL interpretation must be made to the union's Equity Officer no later than 7 days before the meeting in question. Hiring of ASL interpreters will be made with the political considerations of our local in mind and will follow our equity approach to hiring.
5. Meetings require at least 3 stationary microphones and one microphone that is portable. Stationary microphones should be put in places where there is space to move around them for all body sizes and with a wheelchair/walker/mobility/service animal etc. If there is no space to make stationary microphones accessible, a member must be designated the roving microphone.
6. Childminding will be offered at in-person membership meetings or members will be reimbursed for childcare costs. Childcare costs will only be reimbursed if proper receipts are presented. Claims should not be paid for a spouse, partner, or a family member who normally provides care without charge, or for periods of time where a member would normally have paid for care, such as during normal hours of work at their job.
7. At the start of each meeting members will be made aware of the nearest washrooms, the nearest gender accessible washrooms, the nearest wheelchair accessible washrooms, and the nearest space available for chestfeeding/breastfeeding/pumping.
8. Food will be provided at all GMMs and SGMMs that takes into account common dietary restrictions (halal, vegan, kosher, nut free, gluten free). Requests for food that accommodates unlisted dietary requirements can be made to the VP Unit 2 no later than 7 days before the meeting in question.
9. Meeting agendas with meeting access information and scheduled break times listed will be circulated 48 hours in advance of the meeting. Paper copies of the agenda in 12 point font and 18 point font (large print) will be made available at the meeting.