

BYLAWS

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3903



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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.

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 of these bylaws)

Trans Caucus (see Article 11 of these bylaws)

- (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

- (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) 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.
- (e) 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 Secretary/Research Officer within four (4) months of their termination to request that their membership be maintained for the aforementioned twelve (12) month period.
- (f) It shall be the responsibility of individuals seeking extended membership to provide her contact information to the 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 Constitution.
- (c) Currently, the dues per unit are as follows:
 - (i) Unit 1: 2.8%;
 - (ii) Unit 2: 2.3%;
 - (iii) Unit 3: 2.3%;
 - (iv) 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.

Article 8: Executive Committee

- (a) The Executive Committee shall be the governing body of the local between 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 Exec honoraria is the value of 8 Course Directorships divided by 12, divided equally among Exec positions minus the employer contributions to CPP and EI.
- (c) The Executive Committee of the local shall consist of the following:

Chairperson
Secretary/Research Officer
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
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, from 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.
- (k) 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 service will only be released by the Treasurer upon receipt of these reports.
- (l) Should any Executive 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 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 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.

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. He/she shall also assist the 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 Chair's rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie.
- (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 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 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 Chair.
- (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.

SECRETARY/RESEARCH OFFICER

- (a) The Secretary/Research Officer shall keep a correct, full and impartial account of the proceedings of each meeting of the executive and the membership in a bound minute book or file, which shall be kept in the union office.
- (b) The 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 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 Secretary/Research Officer shall be one (1) of three (3) signing authorities and shall sign cheques in the absence of the Chairperson or Treasurer and in instances where either the Chairperson or the Treasurer is the recipient of a cheque from the local. The 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 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/Research Officer sign a cheque that is made out to the Secretary/Research Officer.
- (e) The 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 Constitution. Any officer who cannot qualify for a bond cannot act as a signing officer.
- (f) The Secretary/Research Officer, in conjunction with the curators, shall be responsible for performing or arranging specific research tasks required by the executive and/or the membership.
- (g) At the end of her term of office, the 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 membership and Executive Committee meetings in the absence of the Chair.
- (n) Be empowered, with the approval of the 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.

TREASURER

- (a) The 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 Treasurer, throughout her term, and on behalf of the Local's membership, be responsible for maintaining, organizing, safe-guarding 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 Treasurer shall pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the Chair 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 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 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 Treasurer sign a cheque that is made out to the Treasurer. Any cheque made out to the treasurer shall be signed by the Secretary/Research Officer and the Chairperson.

- (e) The 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 Constitution. Any officer who cannot qualify for a bond cannot act as a signing officer.
- (f) The 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 Treasurer shall submit the Local's books and records to the Trustees for audit at least once each calendar year, and in addition to providing all books, records, invoices, other supporting documents, and original bank statements, must also furnish the Trustees with a letter from the bank(s) where the funds of the Local are deposited, attesting to the amount to the credit of the Local at such bank(s). The Treasurer must, within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees in accordance with Article B.3.12 of the CUPE Constitution. Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National
- (h) The 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 him 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 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 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 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 Chair, the Executive Committee shall appoint one (1) of the Unit Vice Presidents to perform the duties of the Chair 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

- (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 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.
- (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.

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) 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.
- (c) 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.
- (d) 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 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 Membership Meeting.
- (c) The Trustees shall act as auditing officers on behalf of the membership. They shall audit the books and accounts of the 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 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 membership.
- (f) Audit the record of attendance.
- (g) The audit is to be carried out at the end of the fiscal year, and most meetings should be held in February and March. The Trustees shall make a written report of their findings at the first General Membership meeting following the completion of the audit.
- (h) The Trustees shall submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local 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'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.

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 Membership at the end of their term. Honoraria will not be released until this report is received.
- (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 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, including the Executive Committee, shall receive Anti-Oppression and

Harassment training.

- (f) Open committee positions can be filled *pro tem* by the Executive Committee. 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).

Accessibility Committee

The accessibility committee was organized in the spring of 2005 to improve the union'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: \$250 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.

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.

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 3903 collection;
 - (ii) transmitting sources to the 3903 collection;
 - (ii) organizing at least one annual event on any given 3903/archive-related topic;
 - (iii) getting acquainted with the collection's index and inform members and non-members on the available documents and their degree of accessibility;
 - (iv) officiating as go-betweens for members wishing to talk to an archivist;
 - (v) issuing calls for testimonies.
- (e) The CUPE 3903 Archive Curators are elected for a one-year term.
Honorarium: \$750 per year, per position.

Bursaries Committee

Two members from the union 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.

Communications Committee

- (a) The Communications Committee consists of two members: the Newsletter Coordinator and the Web Coordinator. It is responsible for coordinating CUPE 3903 communications, and in particular is responsible for preparing and mailing newsletters regularly, and maintaining and updating the CUPE 3903 web site.
- (b) The committee shall meet with the Communications Officer and the Distribution Committee at least once a month.
- (c) The Communications Committee is elected for a one-year term.
Honorarium: \$500 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 three 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: \$1500 per year, per position.

External Committee

This committee will help facilitate our local's involvement with the wider labour movement and our members' participation in union conferences. The Committee consists of the VPs 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.

Health and Safety Committee

The Health and Safety Committee consists of six representatives. They act as advocates for members on all health and safety matters, investigate accidents and work stoppages involving our members, inspect the entire workplace annually, meet with management every two months 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.
Honorarium: there is no direct honorarium, although the employer sets aside money annually to pay committee members an hourly wage for work done, paid at the marker/grader rate.

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. General responsibilities: this committee meets with management about once a month and is charged with facilitating the implementation and interpretation of the 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 PDF 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 four meetings (September, January, March, and June). The purpose of each meeting is to

adjudicate the distribution of PDF funds, the Teaching Development Fund, and the Tuition Costs Fund. The meetings are attended also by the PDF/TDF Committee (which includes the CUPE 3903 PDF representative), the Centre for the Support of Teaching, and a YUFA member. The PDF Coordinator is also responsible for the actual disbursement of funds and for the general upkeep of the PDF account. The PDF Coordinator is also a member of the CST Executive Board, and is CUPE 3903's primary and ongoing connection to the CST.

The representatives are elected for a one-year term at the September 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 Representative: \$600, paid out as \$150 per meeting.

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.

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 VP Research) and a supporting Committee secretary.

The representative is elected for a one-year term.

Honorarium: \$250 per year, per position.

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, 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.

The representatives are elected for a one-year term at the September general meeting of the membership (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.

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

Article 11: Trans Feminist Action Caucus and the Trans Caucus

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 subcommittees 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.

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 subcommittees 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. The Committee will consist of three 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.

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, eg. 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 31st.

(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. Temporary Stewards shall normally be appointed from among the 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, 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 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 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 each of the three bargaining units.
- (c) Unit-specific stewards' 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 Chair (or Chair's designate), the three 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 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 or he 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 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 declares at the general membership meeting or special membership meeting that balloting shall commence;
 - (iv) amendments to the bylaws – voting shall begin from the time the executive declares at the general membership meeting or special membership meeting that balloting shall commence;
 - (v) strikes – voting shall begin from the time the executive declares at the general membership meeting or special 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 or the membership.

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 declares at the general membership meeting or special 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 21)

- (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 Election Officers shall be elected at the annual general meeting (AGM). The executive shall be in charge of organising the election. Current members of the executive are ineligible for the position of Election Officer. Additionally, Election Officers may not run for executive position in the election for which they serve.

(ii) The election officers shall be responsible for organising all elections and by-elections of the Executive and the Bargaining Team.

(iii) 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.

(iv) The executive shall be responsible for organizing:

- committee elections, most of which shall take place at the annual general meeting (AGM) – see Article 10,
- the elections of the Postings Officer and that of the Trustees, which shall take place at the annual general meeting (AGM),
- committee by-elections, which shall only take place at (special) general meetings of the membership,
- ratifications of collective agreements,
- amendments to the bylaws, strike votes,
- regular dues and special assessments.

(v) The election 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 and the Trans Caucus shall elect its Chairs in February of each year.

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), subclauses (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 his/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 his/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, 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.

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 chair 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 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, in consultation with the election officers, shall set the dates, times and places for elections.
- (f) Election and by-elections of officers and 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) 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 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.

(h) 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 (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 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.

(i) 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 consecutive meetings of the executive or 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 may fill a vacancy on a pro tem basis with any member in good standing. Such vacancies must be posted in the union office at least two weeks prior to the executive meeting where the vacancy is to be filled. Executive 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 membership meetings is as follows:
 - 1. Roll call of officers
 - 2. Reading of the Equality Statement
 - 3. Voting on new members and initiation
 - 4. Reading and approval of minutes of previous meeting
 - 5. Matters arising
 - 6. Treasurer's report and approving expenditures
 - 7. Correspondence
 - 8. Executive Committee report(s)
 - 9. Reports of committees and delegates
 - 10. Nominations, Elections, or Oath of Office
 - 11. Unfinished business
 - 12. New business

13. Good of the Union

14. Adjournment

- (c) Notice of membership meetings shall be posted on the 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 membership meetings of the local may be called at any time by a majority vote of the executive, or upon written petition signed by not less than twenty-five members in good standing.
- (h) Special membership meetings must be called not later than fourteen days after receipt of a petition of the members as prescribed herein, and the membership must be given at least seven days advance notice of these meetings.
- (i) Notice of special 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 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 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 shall present a proposed strike budget at the AGM for approval by the membership.

Article 16: Charges Against Members

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

Article 17: Bargaining

1. General

- (a) The local engages in coordinated bargaining, with all three 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.

2. Election of Negotiating Teams

- (a) Bargaining unit members shall elect two (2) members in good standing to represent the bargaining unit in accordance with Article 14 (f) Election Phase, of these bylaws.
- (b) Each unit without an executive member on the negotiating team shall elect one additional member to the negotiating team.
- (c) Only members in good standing in each bargaining unit shall elect their representatives to the negotiating team for that unit.
- (d) The Grievance Officer shall automatically be a member of the local's negotiating team.

- (e) With the exception of the Grievance Officer, Bargaining Team members shall be elected as per **above**.
- (f) The chief negotiator shall be selected by and from the appointed negotiators for all bargaining units and shall be the spokesperson in all negotiations.
- (g) The Treasurer and Chief Stewards of the local shall not act as members of the Bargaining Team.
- (h) 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.
- (i) 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 Members upon ratification and kept in a file in the CUPE 3903 office.
- (b) The Bargaining Team, with the support of the Executive, 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 Strike Fund

- (a) The local shall maintain an ongoing Local Defence and Strike Fund from the dues and assessments of the Members. The Executive Committee elected in February 2011 shall present to the membership, at the first General Membership Meeting following the election, a budget which will include the percentage or portion of regular dues which is to be transferred into the Local Defence and Strike Fund for approval by the general membership.
- (b) The Defence and Strike Fund shall be held and maintained in an account separate from the general funds and shall be used only for and in the event of an authorized strike.
- (c) 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 from the Local Defence and Strike Fund to prepare for a possible strike.
- (d) The Treasurer and Chairperson shall be responsible for disbursements of the fund, subject to approval of the Executive, and shall maintain separate and detailed accountings of it.
- (e) In the event of a strike vote being called, and where necessary, the Executive, with the proper approval of the membership, shall have authority to borrow funds from a credit union, bank, financial institution or organization, and such monies shall be placed into the Local Defence and Strike Fund of the union to be used for all the expenditures incurred during a strike.
- (f) Upon termination of the strike, the Chairperson and the Treasurer shall provide both the Executive and the Membership with a written financial report on the disbursement of the fund.

Article 19: Local Defence Fund

- (a) The purpose of the Defence Fund is to fend off and fight against attacks on the Local and our allies at any moment.
- (b) The uses of the Defence Fund include but are not limited to campaigns of the Local and its allies and donations to allies.
- (c) The Defence Fund shall be held and maintained in an account separate from other accounts. The money in the Defence Fund must be readily accessible and cannot be locked in a non-redeemable term deposit.
- (d) Money in the Defence Fund cannot be transferred to nor used for the operating account. Upon majority vote of the Membership, money in the Defence Fund can be transferred to the Strike Fund.
- (e) The sources of the money and how much will go into the fund shall be voted by the Membership, which shall receive at least seven days notice.
- (f) In order for the Local to access the Defence Fund, the Membership must approve a budget.
- (g) The Executive Committee, with the proper approval of the Membership, shall be authorized to spend from the Local Defence Fund.
- (h) The Treasurer and Chairperson shall be responsible for disbursements of the fund, subject to approval of the Executive, and shall maintain separate and detailed accounting of it.
 - (i) The Treasurer shall provide both the Executive and the Membership with a written financial report on the disbursement of the fund.

Article 20: 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 21), a Strike Committee shall be struck consisting of members of the Bargaining Mobilisation Committee (BMC) – (Article 12), Executive, 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 25 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 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.

Article 21: Strike Vote

Where the Executive 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 22: 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 23: Voting of Funds

- (a) CUPE Local 3903 will pay out funds under the following circumstances:

- When the expenditure has received specific prior authorization through a membership approved budget;
- When these bylaws approve the expenditure; or
- 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 \$100, 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 24: 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 25: 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 membership meeting following seven days’ notice at a previous meeting or at least sixty 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 members 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 Chair, one of the three Unit VPs will be the Chairperson at the membership meeting. In the absence of the Chair and all Unit VP's, the Secretary/Research Officer will be the Chairperson at the membership meeting. In the absence of the Chair, Vice-Chair and 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 are 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 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 which 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 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 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 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 Chair person; 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

Adjudication Process

Due to the urgency of the applications, the committee shall endeavour to meet every ten business days and no longer than two weeks to adjudicate new applications and review any appeals.

Committee members shall endeavour to give applicants' notice of the committee's decision no longer than two days following the subsequent adjudication meeting.

Appeals

Committee members can report an appeal to the CUPE 3903 executive committee and the executive committee will make the decision. Ways and Means 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 blacked out from the forms. This appeal application for 'blind review' will be adjudicated by the CUPE 3903 executive committee and their decision is final. Prior to rendering a final decision the Executive Committee may, if they deem necessary, request the rationale on the Ways and Means Committee decision after the initial blind review has been made.

Committee Members

Only members in good standing (as outlined in the CUPE 3903 Bylaws) are eligible to serve on the Ways and Means committee.

Upon election/acclamation to the Ways and Means committee the committee members shall take the oath of membership and the oath of office (as outlined in the CUPE 3903 Bylaws and the Ways and Means committee members guide) at the GMM on the occasion of election or at the immediately subsequent GMM.

Upon election/acclamation to the Ways and Means committee, the committee members shall sign an Applications Adjudicating Confidentiality Agreement form (as outlined in the Ways and Means committee members guide) at the GMM on the occasion of election or at the immediately subsequent GMM. The signed forms shall be remanded to the GMM chair and filed in the CUPE 3903 offices. The Applications Adjudicating Confidentiality Agreement form must be signed before a committee member can begin adjudicating applications.

Ways and Means committee members shall undertake Anti-Oppression training as outlined in the Ways and Means committee members guide)

The Ways and Means bookkeeper shall receive training from the CUPE 3903 Treasurer and/or CUPE National Financial Officers training at the beginning of their term on the committee.

Penalties for Breaching Confidentiality

All personal information submitted by applicants must be dealt with in a strictly confidential manner by the Committee members. If an applicant believes that his/her personal information was shared outside the Committee, the allegation must be delivered in writing to a member of the Committee. It must be delivered within five (5) days of when the applicant became aware that personal information was allegedly shared.

At the next meeting of the Committee, the allegation shall be reviewed, and the Committee member(s) alleged to have shared the information will have an opportunity to respond to the allegation(s). Any Committee member(s) named in the allegation shall be excused from the meeting and the Committee will rule on whether a breach of confidentiality occurred. The Committee shall consider if any information was shared outside the Committee, and if so, was it personal in nature.

If there is no consensus, a secret ballot vote shall be taken. Any Committee member(s) accused shall not have a vote in relation to any allegation about their own conduct. The majority votes shall determine the decision of the Committee. The individual who made the allegation(s) will be advised of the Committee's decision in writing within twenty-four (24) hours.

Only an applicant who is not satisfied with the decision of the Committee may file an Appeal to the Local 3903 Executive Committee. Any Appeal must be filed within three (3) days of receiving the Committee's decision.

During any Appeal period, a Committee member found to have breached confidentiality by the Committee shall be suspended from the Committee, and not participate in its business. If no Appeal is filed, a Committee member who has breached confidentiality will be removed from office immediately upon the expiry of the time for filing an Appeal.

If the Local 3903 Executive Committee determines that a Committee member did not breach confidentiality, the Committee member's suspension will be lifted immediately. If the Local 3903 Executive Committee determines that a Committee member did breach confidentiality, that Committee member will be removed from office immediately. The applicant who filed the Appeal will be advised of the Executive Committee's decision in writing within twenty-four (24) hours.

Finances

The Ways and Means fund shall be administered in quarterly allocations in order to ensure that the fund is not depleted during any one period of time.

The quarterly cap is defined as such, first quarter is October-December, the second quarter is January-March, and the third quarter is April-September.

In the event of a strike/lockout, this fund shall be frozen commencing the 1st day of a strike/ lockout and will continue to be frozen until the day after the strike/lockout ends.

Committee Structure

Elections of committee members are conducted every March in a GMM. The committee is comprised of three local CUPE 3903 members.

Honorarium for this committee is \$1000.00 per calendar year.

The committee's mandate is to make funds available to CUPE 3903 members who find themselves in unexpected financial crisis, for example, death in the family, unforeseen illness of the member or their dependants, theft and/or legal costs and other emergency circumstances.

The maximum award amount from this fund per application is \$1000.00 per year.

Reporting

The committee must report to a GMM every third quarter.

The committee's year end report will be presented to the local CUPE 3903 Executive Committee, and the Labour Management Committee (LMC) for submission to the Employer, no later than two (2) weeks after the August 31st year end. The local CUPE 3903 union can not receive the next yearly installment of funds until such as report is given to the Employer via the LMC.

APPENDIX D – Extended Health Benefit Committee

Preamble

The Extended Health Benefits Fund (EHBF) is collectively bargained by and for CUPE 3903 members in Units 1, 2 and 3. The agreed to amounts are provided to the union by the employer for each September to August Collective Agreement year at the start of it. The Extended Health Benefits Committee (EHBC) is a group of members elected annually at a General Members Meeting. Their role is to adjudicate applications. The equity officer serves on the committee ex-officio.

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. 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 of approximately 3400. Ongoing collective bargaining is critical to continuing to improve member access to funds to support them with health care expenses.

Role of the Extended Health Benefits Committee

The EHBC'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 EHBC members sign a confidentiality agreement at the start of their term. The committee makes decisions based on all the guidelines set out below in the policy. Committee members do not deliberate on their own EHB application.

Fund Types, Funding Periods and Budget

There are two fund types: Option A for extended health care needs that are unexpected and urgent that present an undue financial burden and Option B for extended health care needs that are foreseeable or planned that present an undue financial burden. Option A claims are adjudicated on a monthly basis. Option B claims are made on a going forward basis and adjudicated three times a year, with application deadlines of September 10, January 10 and May 10.

There are three funding periods each year. The \$100,000 in the Fund for the 2010-2011 year will be allocated as follows:

	Sept 10 to Jan 9	Jan 10 to May 9	May 10 to Sept 9
Option A (40%)	13,400	13,400	13,200
Option B (60%)	20,100	20,100	19,800
Total: \$100,000	33,500	33,500	33,000

At the end of each Collective Agreement year the EHBC will update this budget for membership approval to reflect the coming year's funds.

Allocation Guidelines

The following guidelines are used in the application review and fund allocation process. They include basic eligibility requirements, factors assessed for equitable disbursement and eligible expenses.

Basic Eligibility:

- Due to the limited availability of funds, access to the fund is restricted to members only, not their family members or dependants. The exception is with reproductive technologies.
- Health care expenses made during a Collective Agreement year will only be reimbursed during that year.
- EHBF member eligibility follows Sun Life insurance plan eligibility. Thus members may make claims for four 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.
- Generally Option A expenses will only be considered in the funding period in which they are incurred.
- All applications must be fully completed in order to be considered.

Equitable Disbursement Factors:

- Members may apply as many times as they wish in a year.
- After the first funding period, priority will be given to first time applicants that year.
- Consideration will be given to members who have international student status and/or who are single people with dependents.
- Option B applicants have the opportunity to identify in an equity statement any form of social marginalization they experience (for example, as a result of race, ethnicity, class, sexual orientation, ability, etc.) and how this affects the needs they are trying to meet with the application.
- Approved applicants will generally receive between 25% and 50% of the costs applied for.
- As this is a financial needs based fund, the committee may follow up with members whose net income appears large in comparison to the EHB amount being requested.

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 (with a doctor's note)
- 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)
- Prescription drugs after coverage is spent, once the regular plan coverage is exhausted (proof of exhaustion required)
- Naturopathy, Chiropractic, Physiotherapy, Psychologist, Podiatry and Massage Therapy (this last one with a doctor's note within the last year) 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 de-listed from OHIP

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 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.

Application Forms

There are two application forms, Option A and Option B.

APPENDIX E – Professional Development Fund

Professional Development Fund (PDF)

Application Instructions

The Professional Development Fund (PDF) is available to members of all Units as noted by Articles 15.16 (Unit 1) & 15.19& (Unit 2) & 19(Unit 3) of the Collective Agreements.

Criteria & Procedures

- i. The total expenditure of the PDF shall not exceed \$100,000 in the contract year.
- ii. This money will be distributed three times per contract 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.
- All applications must include a self-addressed, stamped envelope so that your award may be mailed to you.

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 \$400. The maximum individual award in any academic year for all other costs will not exceed \$200. 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 \$400 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.

APPENDIX F – Listserv and Posting Guidelines

Preamble

CUPE 3903 is committed to maintaining listservs that are safe and accessible for all members while ensuring that they provide space for fruitful, spirited discussion where the listserv's mandate permits. This means that, for listservs with a restricted purpose and mandate, members are expected to limit their discussions to the scope of the listserv. 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 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 from the listservs 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 listserv moderators will refrain from participating in online discussions.

Definitions

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

Harassment and Discrimination

Harassment on listservs 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 on listservs 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.

Listserv Rules

1. On signing up for the listserv, moderators give members the listserv rules and posting guidelines. The rules and posting guidelines will also be posted on the union's web-site.
2. If someone does not respect the rules and guidelines once, the listserv moderator(s) will remind them privately as to how the message contravenes the listserv policy and will inform the person about steps 3 to 5 below. The moderator(s) will also post a message on the listserv 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) may remove the member from the listserv 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 remove the member from the listserv for up to one week.
5. If a member removed returns to the listserv and does not meet the guidelines again within one year, moderator(s) may remove the member from the listserv until an investigation has been conducted by the executive committee, as per the CUPE constitution.
6. For particularly egregious postings, moderator(s) may immediately remove the member from the listserv until an investigation has been conducted by the executive committee, as per the CUPE constitution.
7. All listserv 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.

Appeals

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

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 in haste or anger, save in a draft folder and reconsider it before you hit send.
4. Respect other people's time. Try to limit the length of your posts.
5. Refrain from writing in caps. It is the equivalent of shouting.
6. Sarcasm can be easily misinterpreted over email.
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.

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 listserv rules and posting guidelines.
2. Do not participate in any discussions on the list they are moderating.
3. Add members to and remove them from the lists as needed.
4. Provide members new to the lists with the listserv rules and posting guidelines as soon as they sign them up.
5. Review listserv posts at least once a day to ensure they followed listserv 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, there will be two moderators.

6. Follow the steps outlined in the rules when post violates any of the listserv 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 listservs, 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.

Template Messages:

Template #1

The message/information/comment you posted on the CUPE 3903 listserv_____ on [day/date] contravenes the union's listserv rules and posting guidelines as it is [insert appropriate description from the harassment and discrimination definition on page one]. While this may or may not have been intentional, the listserv rules and posting guidelines require the moderators to remove any member who does this from the list for up to one week.

Please find below the listserv rules and posting guidelines. You will be added to the list again on _____.

Template #2

A message was posted to this list [day/date] that contravened the union's listserv 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

The message/information/comment you posted on the CUPE 3903 listserv_____ on [day/date] contravenes the union's listserv rules and posting guidelines as it is [insert appropriate description from the harassment and discrimination definition on page one]. This is the second time this year that this has occurred. While this may or may not have been intentional, the listserv rules and posting guidelines require the moderators to remove any member who does this from the list for up to one week.

Please find below the listserv rules and posting guidelines. You will be added to the list again on _____.

Template #4

The message/information/comment you posted on the CUPE 3903 listserv_____ on [day/date] contravenes the union's listserv rules and posting guidelines as it is [insert appropriate description from the harassment and discrimination definition on page one]. This is the third time this year that this has occurred.

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 constitution.

Template #5

The message/information/comment you posted on the CUPE 3903 listserv_____ on [day/date] seriously contravenes the union's listserv rules and posting guidelines as it is [insert appropriate description from the harassment and discrimination definition on page one]. In particular [insert what is egregious].

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 constitution.