

# Bylaw Changes: October 2019 – February 2021

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Additions   ~~Deletions~~

## 1. October 31, 2019 (October 2019 General Membership Meeting)

### a) *Bylaw Amendment: Article 10 – Committees*

#### **Preamble**

(g) Committee members must recuse themselves from all deliberations and votes related to their own applications or ones that present a conflict of interest. In cases where recusals will prevent the committee from achieving quorum, the Vice-Presidents shall take part in the deliberations and votes.

(h) Collective Agreement fund adjudicating committees and committees with a general membership approved budget line will meet with the Treasurer and/or Financial Coordinator at the beginning of their new term, prior to the adjudication of any application or approval of any spending.

**Notice given:** Written notice given to Recording Secretary on August 23, 2019, posted on union website for announcement to membership on August 25, 2019.

<https://3903.cupe.ca/2019/08/25/notice-of-motions-donations-and-bylaw-amendments/>

**Website post:** <https://3903.cupe.ca/2019/11/04/bylaw-amendments-passed-at-the-october-gmm/>

### b) *Bylaw amendment: Appendix C - Ways and Means*

#### APPENDIX C - WAYS AND MEANS FUND

#### **Preamble**

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

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

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

#### **Adjudication Process**

Due to the urgency of the applications, the Committee shall endeavour to meet every two weeks to every ten (10) business days and no longer than two (2) weeks to adjudicate new applications and review any appeals.

Committee members shall endeavour to give applicants notice of the Committee's decision as soon as practicable no longer than two (2) days following the subsequent adjudication meeting.

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

## **Appeals**

Committee members ~~can~~ must report an appeal to the ~~CUPE 3903~~ Executive Committee, and the Executive Committee will make ~~the decision~~ a decision on the appeal. ~~W&M~~ Ways and Means Committee ~~m~~Members will prepare the appeal application for 'blind review', which means that the name of the applicant who is appealing the Committee's decision is redacted ~~blacked out from the forms.~~ The W&M Committee will also provide the Executive Committee with a brief rationale for their decision. 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 General Membership Meeting (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 General Membership Meeting (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 Office. 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 Secretary-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 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 1<sup>st</sup> 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 General Membership Meeting (GMM). The Committee is comprised of three local CUPE 3903 members.

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

The Committee's mandate is to make funds available to Local 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 General Membership Meeting (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 31<sup>st</sup> year-end. The Local CUPE 3903 cannot receive the next yearly instalment of funds until such a report is given to the Employer via the Labour Management Committee.

**Notice given:** Written notice given to Recording Secretary on August 23, 2019, posted on union website for announcement to membership on August 25, 2019.

<https://3903.cupe.ca/2019/08/25/notice-of-motions-donations-and-bylaw-amendments/>

**Website post:** <https://3903.cupe.ca/2019/11/04/bylaw-amendments-passed-at-the-october-gmm/>

### ***c) Bylaw amendment: Appendix D - Extended Health Benefit Committee***

#### **APPENDIX D – EXTENDED HEALTH BENEFIT FUND COMMITTEE**

### **Preamble**

The Extended Health Benefits Fund (EHBF) is collectively bargained by and for all bargaining unit members of 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 CUPE 3903 members elected annually at a General Membership 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, whether due to lack of coverage by the plan or exhaustion of benefits. In setting up the policy, guidelines and

allocation process for the EHBF, the Union recognizes that there is a strong relationship between a range of social factors and a person’s health and well-being. Such social determinants of health include, but are not limited to: income, social support, education and literacy, employment and working conditions, housing, health services, nutrition and coping skills. The Union also recognizes that inequitable access to resources and supports may be specific and/or systemic. People may have a lack of access due to poverty and they may be denied access due to one or more forms of social exclusion (such as racism, sexism, ableism heterosexism and transphobia). Health issues and health inequities are thus often deeply intertwined.

This understanding also incorporates the fact that there is a finite amount of money in the fund for a growing union membership 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 ~~EHB Committee’s~~ collective role is to give equitable access to and allocation of a finite amount of funds in each Collective Agreement year to members of CUPE 3903 as per this policy. ~~The 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:~~

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

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

### **Adjudication Allocation Guidelines**

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

#### ***Basic Eligibility***

- The Committee will endeavor to adjudicate applications on a monthly basis for both:
  - expenses which have occurred (requiring receipts)
  - foreseeable expenses (requiring invoices/estimates)
- Due to the limited availability of funds, access to the fund is restricted to members only; ~~not their family members or dependants.~~ Family members and dependents are NOT eligible to receive EHB funds. The only exception is with reproductive technologies.
- Health care expenses made during a Collective Agreement year will only be reimbursed during that year.
- ~~MEHB F~~ member eligibility follows Sun Life insurance plan eligibility criteria. Thus members may make claims for five ~~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 in a given year.
- Due to the finite nature of the fund and the desire to assist as many members as possible, no member will receive more than \$3,000 per Collective Agreement year. In cases of extreme need, the Committee can waive this limit.



- Approved applicants should expect to receive a portion of the costs applied for, with the possibility of an annual top-up based on the status of the fund.
- Applicants who have significant needs due to large upfront healthcare costs, social marginalization, or other factors may be provided up to their yearly limit in a single adjudication. ~~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.~~
- Committee members shall endeavour to give applicants notice of the Committee's decision as soon as practicable.

### *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 ~~delisted~~~~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 Committee member, and the Equity Officer (ex-officio).

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

## Application Forms

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

**Notice given:** Written notice given to Recording Secretary on August 23, 2019, posted on union website for announcement to membership on August 25, 2019.

<https://3903.cupe.ca/2019/08/25/notice-of-motions-donations-and-bylaw-amendments/>

**Website post:** <https://3903.cupe.ca/2019/11/04/bylaw-amendments-passed-at-the-october-gmm/>

### d) *Bylaw amendment: Appendix E - Professional Development Fund*

#### APPENDIX E - PROFESSIONAL DEVELOPMENT FUND

#### *Professional Development Fund (PDF)*

~~Application Instructions~~

### Preamble

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

### Criteria & Procedures

~~The total expenditure of the PDF shall not exceed \$100,000 in the contract year.~~

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

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

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

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

- Priority will be given to applications for events that occur within the current period (e.g., applications for conferences in October will be given priority in the Fall period. If submitted in the Winter period, the same application will be considered lower priority and will only be funded if money remains after all current applications are processed)
- The PDF does not cover capital costs such as equipment, software, stationary, and books.
- ~~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 \$600400. The maximum individual award in any academic year for all other costs will not exceed \$2500. 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 \$600400 in a given academic year.

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

**Notice given:** Written notice given to Recording Secretary on August 23, 2019, posted on union website for announcement to membership on August 25, 2019.

<https://3903.cupe.ca/2019/08/25/notice-of-motions-donations-and-bylaw-amendments/>

**Website post:** <https://3903.cupe.ca/2019/11/04/bylaw-amendments-passed-at-the-october-gmm/>

- e) *Bylaw amendment: Article 9.I.f (Officers Sitting on the Executive Committee – Chairperson*

**Chairperson**

f. Have a vote on all matters (except appeals against the Chairperson’s rulings). In case of a tie vote in any matter, including elections, ~~have the right to cast an additional vote to break the tie,~~ the Chairperson allows for additional discussion time. If a second round of voting also produces a tie, the motion fails.

**Notice given:** September 19, 2019 General Membership Meeting

<https://3903.cupe.ca/2019/09/11/september-gmm-sept-19th-tentative-agenda/>

**Website post:** <https://3903.cupe.ca/2019/11/04/bylaw-amendments-passed-at-the-october-gmm/>

## 2. November 15, 2019 (November Special General Membership Meeting)

### f) *Appendix H: Internal Sexual Assault Policy*

#### 1. **Goals of the Policy**

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

The goals of this policy are to:

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

#### 2. **Survivor-Centric Approach**<sup>1</sup>

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

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

1. be believed and supported instead of being blamed for the harm they experienced;
2. choose and direct the course of action in dealing with the violence, within the bounds of this policy;
3. privacy and confidentiality;

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

4. be free from discrimination based on gender, age, race/ethnicity, ability, sexual orientation, religion, family status, mental health diagnosis and history, or any other personal characteristic;
5. receive relevant and useful information to help them decide their subsequent course of action.

Concretely, this means that the survivor must authorize any sharing of information relating to the incident, unless the Local is legally compelled to do so. Unless the survivor requests their involvement, York Campus Security will not be informed. If the survivor chooses redress procedures outside of this policy, their decision will not prevent them from accessing local-specific resources which support survivors of sexual violence.

### **3. Scope of the Policy**

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

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

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

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

### **4. Terms Used in the Policy**

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

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

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

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

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

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

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

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

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

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

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

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

**Sexual Harassment:** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature such as non-consensual distribution of sexual images, or humiliation through sexual jokes. Sexual harassment happens

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

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

when any of the following factors are present: 1) the conduct is presented as a term or condition of an individual's employment, education, living environment or participation in a University community; 2) the acceptance or refusal of such conduct is presented as the basis or a factor in future decisions affecting an individual's employment, education, living environment, or participation in a University community; 3) the conduct unreasonably impacts an individual's employment or academic performance or creates an intimidating, hostile, or toxic environment for that individual's employment, education, living environment, or participation in a University community. Sexual harassment may occur in one incident or as a series of behaviours.

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

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

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

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

## **5. Training on Sexual Violence**

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

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

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



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

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

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

### **Training Priorities:**

All training should address the following:

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

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

CUPE 3903 Executive Committee members and staff will do everything in their power to maintain confidentiality and respect the autonomy of the survivor from the point of disclosure. From the point of disclosure and throughout any subsequent processes, CUPE 3903 Executive Committee members and staff will use a survivor-centric approach as outlined in the Approach section of this policy. This means that disclosures of sexual violence should always be validated

and taken as being in good faith. We recognize that people who experience violence respond in a variety of ways, and that race, ability, and sexual history or sexual orientation have no bearing on the validity of a complaint.

CUPE 3903 recognizes that:

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

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

#### **PROCEDURE WHEN DISCLOSURE OCCURS IN PERSON:**

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

- Affirm and validate the survivor's experiences;
- Offer support through active listening and refrain from taking written notes unless asked to by the survivor<sup>5</sup>;
- Communicate the Confidentiality Policy and how/how long their information will be kept;
- Outline options and resources that are available to the survivor;

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

- Direct the survivor to the Equity Officer and may, with the consent of the survivor, inform the Equity Officer of the details that the survivor wishes to share.

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

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

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

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

*Procedure when Disclosure Occurs Remotely:*

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

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

Email Disclosure

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

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

#### Phone Disclosure

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

### **7. Resolution Processes**

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

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

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

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

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

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

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

### **HIRING AN EXTERNAL MEDIATOR:**

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

### **POSSIBLE INFORMAL REMEDIES:**

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

- Communicating the reported conduct to the respondent and demanding it to stop;
- Voluntary mediation between the parties. At this meeting, parties can be face-to-face or in separate rooms. The focus of the meeting will be: a) the impact of the reported conduct on the survivor, and b) reaching an agreement on a holistic resolution of the complaint.

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

- Hiring a third-party external mediation. Where a third-party mediator is present the focus of the meeting will be the same as in internal mediation.

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

Resolutions may include but are not limited to:

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

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

#### **WHERE THE COMPLAINT IS AGAINST AN EXECUTIVE COMMITTEE MEMBER:**

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

#### **WHERE RESPONDENT DOES NOT COOPERATE WITH THE INFORMAL PROCESS:**

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

### **9. Internal Formal Complaint Processes**

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

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

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

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

### **FORMATION OF A COMPLAINT RESOLUTION COMMITTEE:**

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

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

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

The role of the Complaint Resolution Committee is to:

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

survivor. The Complaint Resolution Committee is empowered to determine which resolution steps fall under this clause.

- Deliver a summary of the investigator’s report to the survivor and respondent outlining the steps towards resolution that both parties must follow, including timelines where appropriate. The Resolution Committee should request that the investigator writes a report summary for this purpose.
- Track the resolution of cases, remain the point of contact for both parties and follow up with parties as outlined in the communicated steps towards resolution.
- Close the complaint when appropriate following the procedures outlined in this policy.
- Discuss with the survivor or a support person of the survivor’s choosing any immediate support needs, and assist in the creation of a plan to meet those needs. The Committee will collaboratively develop a communication plan with the survivor.
- Review and update the Resources list (Appendix C of this policy) annually.

#### Conflicts of Interest

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

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

The following are automatically conflicts of interest:

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



- Committee members who are an employee reporting to or employed by either party.

## **POWERS OF INVESTIGATION & DECISION-MAKING**

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

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

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

### *Confidentiality of Committee Activities*

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

## **10. Other Avenues of Complaint**

### **CUPE NATIONAL TRIAL PROCESS**

The Trial Process is currently the only means available under the CUPE National Constitution that could potentially result in a binding finding of exclusion from union spaces. It should be noted that, considering the structure of the Trial Process, the local cannot guarantee that the Trial Committee will be composed of individuals who are adequately trained in issues of sexual violence. This process does not meet the survivor-centric nature, confidentiality, and conflict of interest standards outlined in this policy.

As a local, we will not use the current CUPE National trial process to address sexual violence.

At the 2019 CUPE National Convention, an amended trial process was approved. This new process includes an as of yet unspecified set of procedures for the handling of discrimination and harassment claims. It is projected to come into effect in 2020.

The Trial Process can be found in the CUPE National Constitution under Appendix B. XI.

### **USING THE GRIEVANCE PROCESS**

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

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

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

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

### **EXTERNAL COMPLAINTS**

Survivors may opt to file a complaint that is external to the local, for example to York University, to the Human Rights Tribunal, or to the police. The local cannot get directly involved in these processes. Similarly, any finding under York's Sexual Violence Policy cannot be automatically applied to union spaces.

However, a survivor may still access any funds or supports offered by the local if they choose an external process.

## **11. Resources**

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

## **APPENDIX A: COMPLAINT RESOLUTION COMMITTEE - DOCUMENTS AND FURTHER PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **6. Hiring an External Investigator**

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

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

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

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

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

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

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

**Sexual Violence Policy Complaint Submission Form - Template**

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

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

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

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

**Contact information of survivor:**

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

**Contact information of respondent, if known:**

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

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

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

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

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

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

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

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

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

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

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

**Decision of Committee (circle appropriate response):**

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

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

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

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

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

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

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

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

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

**Resolutions Determined (if required):**

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

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

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

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

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

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



## **APPENDIX B: CONFIDENTIALITY FOR SEXUAL VIOLENCE DISCLOSURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX C: RESOURCES AVAILABLE FOR SURVIVORS OF SEXUAL OR GENDER BASED VIOLENCE**

### **CUPE 3903 Resources**

#### *Sexual Assault Survivors Support Fund*

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

#### *Extended Health Benefits Fund*

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

#### *Ways and Means Fund*

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

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

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

#### *Equity Officer*

- The Equity Officer is a 3903 staff person with experience dealing with equity-based issues that affect members, including filing equity-based grievances with the employer.

E-mail: [CUPE3903.equity.officer@gmail.com](mailto:CUPE3903.equity.officer@gmail.com); Blog: <http://cupe3903equityofficer.blogspot.ca>; Phone: 416-736-5154 ext. 3

### **York University Resources**

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

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

- The Sexual Violence Response Office coordinates supports and resources for all members of the community that have experienced sexual violence, receives disclosures and complaints, facilitates safety planning, and assists survivors through the complaint process. More information: <https://thecentre.yorku.ca>

#### Sexual Assault Survivors Support Line

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

#### **Greater Toronto Area Resources**

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

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

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

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

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

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

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

#### Assaulted Women's Helpline

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

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

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

#### Native Child and Family Services

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

#### Gerstein Crisis Centre

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

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

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

#### Interpreter Services Toronto

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

#### Canadian Hearing Society Connect Counselling Services

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

#### One in Six

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

#### The 519 Community Counselling

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

#### Distress Centres of Toronto

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

#### Oasis Centre des Femmes

- Service for Francophone women who have experienced any form of violence, including sexual violence. Provides various forms of support including: counselling services, legal support, employment preparation, transitional and housing support, and support for immigrant and refugee women. Phone: 416-591-6565; Web: [oasisfemmes.org](http://oasisfemmes.org)

## **Legal and Advocacy Resources**

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

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

### *Barbra Schlifer Clinic*

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

## **Third-Party Training Resources**

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

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

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

**Notice given:** September 19, 2019 General Membership Meeting

<https://3903.cupe.ca/2019/09/11/september-gmm-sept-19th-tentative-agenda/>

**Website post:** <https://3903.cupe.ca/2019/11/15/cupe-3903-adopts-internal-sexual-violence-policy/>

### 3. January 9, 2020 (January General Membership Meeting)

#### a) *Article 15: Membership Meetings*

(b) The order of business at regular General Membership Meetings is as follows:

1. Acknowledgment of Indigenous territory
2. Roll call of officers
3. Reading of the Equality Statement
4. Voting on new members and initiation
5. Reading and approval of minutes of previous meeting
6. Matters arising
7. Secretary-Treasurer's report and approving expenditures
8. Correspondence
9. Executive Committee report(s)
10. Reports of Committees and Delegates
11. Nominations, Elections, or Oath of Office
12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

**Notice given:** October 31, 2019 General Membership Meeting.

<https://3903.cupe.ca/2019/10/22/october-gmm-october-31-tentative-agenda/>

**Website post:** <https://3903.cupe.ca/2020/01/13/updates-from-the-january-gmm/>

#### b) *Bylaw amendment: Appendix I – Confidentiality Rules*

##### **Appendix I - Confidentiality Rules**

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

#### **1. General Procedures**

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

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

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

**a. Physical records of member information**

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

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

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

**b. Electronic records of member information**

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

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

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



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

## **2. Executive Committee**

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

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

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

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

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

## **3. Other committees/officers**

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

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

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

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

#### **4. Breaches of Policy**

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

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

Next steps may include but are not limited to:

- Investigating the potential breach and revisiting the issue after the investigation,
- Dismissing the allegation,
- Establishing that the breach has occurred on the merits of the complaint.

If the Executive Committee finds, either in the original hearing of the allegation or after an investigation, that a breach has occurred, they shall then determine an appropriate remedy at the next Executive meeting.

The Executive Committee will provide a description of the next steps and/or remedies determined to the complainant, in writing, within five (5) business days of the Executive Committee meeting where the issue was discussed.

Appropriate remedies may include but are not limited to:

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

In cases of serious breach, the committee member or officer who has been found guilty will be immediately removed from their position, and shall only receive the pro-rated

honorarium for the work they have already completed until that point. They shall lose access to the remaining of the honorarium, reimbursements, or any other monies connected to the position.

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

## **5. Appeal**

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

At the GMM, the written appeal from the appellant as well as the response from the Executive Committee shall be made available to the membership. The appellant will be given an opportunity to speak to the membership in favour of the appeal. If the appellant can not attend the GMM, they may send someone to speak on their behalf. A member of the Executive Committee will be given an opportunity to respond to the appellant on behalf of the Executive Committee.

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

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

## **6. Draft confidentiality agreement**

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

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

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

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

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

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

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

**Notice given:** September 19, 2019 General Membership Meeting.

<https://3903.cupe.ca/2019/09/11/september-gmm-sept-19th-tentative-agenda/>

**Website post:** <https://3903.cupe.ca/2020/01/13/updates-from-the-january-gmm/>

#### **4. August 18<sup>th</sup>, 2020 (August General Membership Meeting)**

##### **a) *Appendix H (Internal Sexual Assault Policy)***

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

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

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

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

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

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

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

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

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

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

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

The Executive Committee shall discuss the appeal mediator's brief summary including recommendations and attempt to decide the outcome of the appeal. If the Executive Committee feels they require the full report of findings to make their decision then, at this point, the AD will distribute the report. The full report of findings will be distributed in numbered hard copy; all

copies will be collected and destroyed at the conclusion of the meeting. If the Executive feels the report is too extensive to review within the meeting then discussion of the appeal will be tabled to the next Executive Committee meeting. A secured copy of the report of findings may be made temporarily available to the Executive for review before the next meeting.

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

**Results on website:** <https://3903.cupe.ca/2020/08/18/notice-of-bylaw-amendments/>

**Notice Given:** January 9<sup>th</sup>, 2020 GMM

<https://3903.cupe.ca/2020/01/02/january-gmm-january-9th-tentative-agenda/>

**b) Article 8.o (Executive Committee)**

(o) The Executive Committee is responsible for establishing a sub-committee called the Complaint Resolution Committee (CRC), composed of three members of the Executive, of which one shall be a TFAC co-chair. The election of the sub-committee shall occur annually and at an Executive Committee meeting no later than thirty days after the swearing in of a new Executive Committee. The structure and the responsibilities of the Complaint Resolution Committee is outlined in Appendix H of the local's bylaws.

**Results on Website:** <https://3903.cupe.ca/2020/08/18/notice-of-bylaw-amendments/>

**Notice Given:** January 9<sup>th</sup>, 2020 GMM

<https://3903.cupe.ca/2020/01/02/january-gmm-january-9th-tentative-agenda/>

**c) Article 7.f (Dues and Assessment)**

(f) A member with a current contract who voluntarily withholds dues and assessments for two months is automatically suspended from membership. For members who hold multiple contracts, suspension will apply if dues are withheld from one or more contracts.

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

**Results on Website:** <https://3903.cupe.ca/2020/08/18/notice-of-bylaw-amendments/>

**Notice Given:** January 9<sup>th</sup>, 2020 GMM

<https://3903.cupe.ca/2020/01/02/january-gmm-january-9th-tentative-agenda/>



## 5. October 23rd, 2020 (October General Membership Leader)

### a) *Article 18 (Strike Fund)*

#### **Article 18: ~~Local Strike Fund~~ Local Defence and Strike Fund**

(a) The Local shall maintain an ongoing Local Defence and Strike Fund from the dues and assessments of the members. ~~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 Local 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.~~ a separate account at a credit union or other chartered, government-insured financial institution.

(c) Expenditures from the Local Defence and Strike Fund shall be in accordance with the Local Strike Policy and/or shall be made as follows:

(i) Beginning on the date of expiry of a Collective Agreement, the Executive Committee, in consultation with the Bargaining Mobilization Committee (see Article 12), and with the proper approval of the membership, shall be authorized to spend up to \$25,000 to prepare for a possible strike.

(ii) Beginning on the date of the expiry of a Collective Agreement, the Executive Committee may, in consultation with the Bargaining Mobilization Committee, and with the approval of the membership, spend up to \$25,000 from the Local Defence and Strike fund on special projects and campaigns related to bargaining mobilization, bargaining support, and strike aversion.

(iii) The Executive Committee shall be authorized to spend, upon approval by an *in camera* session of the Stewards' Council, up to \$50,000 from the Local Defence and Strike Fund for any expenses related to organizing new bargaining units within the Local.

~~(d) The Secretary-Treasurer and Chairperson shall be responsible for disbursements of the fund, subject to approval of the Executive Committee, and shall maintain separate and detailed accountings of it. Where the Local commences strike action or is locked-out by the Employer, the expenditures necessary to conduct the strike shall be made from the Local Defence and Strike Fund.~~

(e) In the event of a strike vote being called, and where necessary, the Executive Committee, with the proper approval of the membership, shall have authority to borrow funds from a credit union, ~~bank, financial institution or organization~~ or other chartered, government-insured financial institution, and such monies shall be placed into the Local Defence and Strike Fund of the local to be used for all the expenditures incurred during a strike.

(f) In the event that interest or binding arbitration during the process of collective bargaining is agreed to or arbitration is forced upon a bargaining unit, related legal expenses shall be paid from the Local Defence and Strike Fund.

~~(f)-(g) Upon termination of the strike, the Chairperson and the Secretary-Treasurer shall provide, when practicable, a written financial report on the disbursement of the Fund both to the Executive Committee, Stewards' Council, and the membership with a written financial report on the disbursement of the fund.~~

(h) In order to maintain a robust Local Defence and Strike Fund, the following percentage of remitted dues shall be deposited into the Fund from each dues receipt:

(i) When the balance of the Local Defence and Strike Fund is less than or equal to \$474,999.99, 10% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(ii) When the balance of the Local Defence and Strike Fund is between \$475,000.00 and \$649,999.99, 7.5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(iii) When the balance of the Local Defence and Strike Fund is between \$650,000.00 and \$824,999.99, 5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(iv) When the balance of the Local Defence and Strike Fund is between \$825,000.00 and \$999,999.99, 2.5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(v) When the balance of the Local Defence and Strike Fund is \$1,000,000.00 or greater, contributions to the Local Defence and Strike Fund shall cease, unless otherwise approved by the membership.

(i) Where necessary, the Executive Committee is permitted to borrow from the Local Defence and Strike Fund—unless the Fund is valued at less than \$300,000—an amount sufficient to allow the Local to meet its regular operating expenses between May 1 and September 30 in a given fiscal year or anytime in the six months following a strike action or lock-out. The Secretary-Treasurer shall provide a written report at the next meeting of the general membership following any borrowing from the Local Defence and Strike Fund. All monies borrowed must be repaid in full no later than the last day of the same fiscal year, unless an extension is approved by the membership. The Local Defence and Strike Fund shall act as the sole contingency or reserve fund of the Local, with all contingency or reserve funds being transferred into and existing within the Local Defence and Strike Fund.

(j) For the purposes of calculating the value of the Local Defence and Strike Fund, the balance shall be understood to mean the total of all cash, assets, term deposits, and investments in the Fund on the day that the dues receipt is received by the Local.

(k) All interest generated from the Local Defence and Strike Fund will remain in the Fund.

#### Article 19: Local Defence Fund

~~(a) The purpose of the Local Defence Fund is to fend off and fight against attacks on the Local and our allies at any moment.~~

~~(b) The uses of the Local Defence Fund include but are not limited to campaigns of the Local and its allies and donations to allies.~~

~~(c) The Local Defence Fund shall be held and maintained in an account separate from other accounts. The money in the Local Defence Fund must be readily accessible and cannot be locked in a nonredeemable term deposit.~~

~~(d) Money in the Local Defence Fund cannot be transferred to nor used for the Operating Account. Upon majority vote of the membership, money in the Local 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 (7) days' notice.~~

~~(f) In order for the Local to access the Local 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 Secretary-Treasurer and Chairperson shall be responsible for disbursements of the fund, subject to approval of the Executive Committee, and shall maintain separate and detailed accounting of it.~~

~~(i) The Secretary-Treasurer shall provide both the Executive Committee and the membership with a written financial report on the disbursement of the fund.~~

**Results on website:** <https://3903.cupe.ca/2020/10/23/results-of-committee-byelections-from-october-23rd-gmm/#more-10443>

**Notice Given:** July 7<sup>th</sup>, 2020 Annual General meeting

[https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU\\_hfciM/edit](https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU_hfciM/edit)

#### **b) Article 10 (Committees - Extended Health Benefits Fund Committee)**

##### *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~~ four positions on this committee. See Extended Health Benefit Committee Guidelines as appended to these bylaws.

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

Honorarium: ~~\$1500~~ \$2000 per year, per position.

**Results on website:** <https://3903.cupe.ca/2020/10/23/results-of-committee-byelections-from-october-23rd-gmm/#more-10443>

**Notice Given:** July 7<sup>th</sup>, 2020 Annual General meeting

[https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU\\_hfciM/edit](https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU_hfciM/edit)

#### **c) Article 10 (Committees - Joint Health and Safety Committee)**

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

**Results on website:** <https://3903.cupe.ca/2020/10/23/results-of-committee-byelections-from-october-23rd-gmm/#more-10443>

**Notice Given:** July 7<sup>th</sup>, 2020 Annual General meeting

[https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU\\_hfciM/edit](https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU_hfciM/edit)

**d) Article 10 (Committees - Professional Development Fund Committee)**

*Professional Development Fund Committee*

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

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

*Honorarium for the PDF Representatives:* \$600, paid out as ~~\$150~~ \$200 per meeting per position.

**Results on website:** <https://3903.cupe.ca/2020/10/23/results-of-committee-byelections-from-october-23rd-gmm/#more-10443>

**Notice Given:** July 7<sup>th</sup>, 2020 Annual General meeting

[https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU\\_hfciM/edit](https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU_hfciM/edit)

**e) Article 10 (Committees - Forum Moderators)**

Forum Moderators

2 forum moderators oversee CUPE 3903's forums and make sure that all communications are in line with the Union's Equity Statement as well as the Listserv Rules and Posting Guidelines (Appendix F - Listserv Rules and Posting Guidelines). Forum moderators elected for a one-year term.

Honorarium: \$500 per member per year.

**Results on website:** <https://3903.cupe.ca/2020/10/23/results-of-committee-byelections-from-october-23rd-gmm/#more-10443>

**Notice Given:** July 7<sup>th</sup>, 2020 Annual General meeting

[https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU\\_hfciM/edit](https://docs.google.com/document/d/17QzcaPkXAIiNiLtuQTaQMZYgazCtffZfb7Q1LU_hfciM/edit)

**f) Article 9 (Posting Officers)**

**POSTINGS OFFICER**

(a) Two Postings Officers shall be elected to the Postings Committee at the Annual General Meeting (AGM). Elections and voting shall be conducted as set out in Article 13 I. (d)-iv.

(b) One Nursing Specific Postings Officer shall be elected to the Postings Committee at the Annual General Meeting (AGM). Elections and voting shall be conducted as set out in Article 13 I. (d)-iv.

(c) The Postings Committee reviews all job postings for conformity with the Collective Agreements (e.g., qualifications required and preferred by the employer, description of duties, pay rate). Where postings do not conform with the Collective Agreements, the Postings Officer discusses them with the Employer's postings officer to attempt to remedy the situation. If discussion does not result in a prompt remedy, the Postings Committee initiates grievances through the Grievance Committee and/or Stewards' Council.

(d) The Postings Committee shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, upon termination of her term of office, provide a copy of all documents pertaining to her work to the CUPE 3903 Archive. (d) Honorarium: \$2,500 per year.

**Results on website:** <https://3903.cupe.ca/2020/10/23/results-of-committee-byelections-from-october-23rd-gmm/#more-10443>

**Notice Given:** August 18<sup>th</sup>, 2020 General Membership Member

<https://docs.google.com/document/d/1Upb9xCrhgcqTOWbpwTmS9gwuftCRPTXRRZ0IXGEIS-c/edit>

**6. January 26<sup>th</sup>, 2021 (January General Membership meeting)**

**a) Article 4 (Affiliations) and Article 10 (Committees)**

**Article 4: Affiliations**

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

- i. the CUPE Ontario Provincial Division;
- ii. the Toronto CUPE Council;
- iii. the Ontario Federation of Labour;
- iv. the Toronto and York Region CLC Labour Council;
- v. the Coalition of Student Employee Unions.

**Article 10: Committees**

**Coalition of Student Employee Unions Representative**

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

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

Honorarium: \$250 per year, per position

**Results:** January GMM

**Notice Given:** October 23, 2020 - notice given as a follow-up to discussion of joining CSEU

**b) Article 13 (Voting)**

Members who change units while holding any unit-specific elected position(s) shall vote only on behalf of the unit that elected them in their role on the executive and bargaining team. Outside of the unit-specific elected body in question, for example in GMMs, strike votes, or ratification votes, all members have full voting rights within the unit to which they pay dues.

**Results:** January GMM

**Notice Given:** November 16<sup>th</sup>, 2021

c) *Appendix H (Sexual Assault Policy)*

**12. Review of the Policy**

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

**Results:** January GMM

**Notice Given:** December 4<sup>th</sup>, 2020

**7. February 11<sup>th</sup>, 2021 (February General Membership Meeting)**

**a) *Article 8b (Executive Committee)***

The monthly amount of the Executive honoraria is the value of 8 10 Course Directorships divided by 14, divided equally among Executive Committee positions minus the employer contributions to CPP and EI. Should the amount provided by the Employer be insufficient to cover the full honoraria, the difference will be transferred from the Main Operating account to the Executive Service account.

**Result:** February GMM minutes

**Notice Given:** January 26<sup>th</sup>, 2020