



## **CANADIAN UNION OF PUBLIC EMPLOYEES**

### **And its LOCAL 3907**

**By-laws as approved at the November 18, 2015  
General Membership Meeting and as  
amended by the CUPE National President's Office by  
letter dated November 26, 2015 and as  
approved at the March 10, 2016 General Membership  
Meeting and as  
approved by the National President, Mark Hancock  
by letter dated April 4, 2016**



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## **PREAMBLE**

Local 3907 of the Canadian Union of Public Employees (hereafter referred to as CUPE) has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination, in particular but not limited to, the forms of discrimination identified in Article 2.2 of these Bylaws;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour

Duties and responsibilities of the elected officers and members should be as widely dispersed as possible. It should not be left to the willing few to have to serve in multiple capacities. In other words, duties should be shared by the many rather than the few. While various committees have been designated as "Standing" Committees, this does not preclude the possibility of special committees being established from time to time as may be required.

The following Bylaws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

## **ARTICLE 1- NAME**

The name of this Local shall be: Canadian Union of Public Employees, Local No. 3907 (OISE/UT Graduate Assistants).

## **ARTICLE 2 - OBJECTIVES**

2.1 The objectives of the Local are to:

- a) protect, maintain, and advance the interests of the members of the Local and the Union;
- b) engage in the negotiation and mediation of all disputes between the members and their employers;
- c) develop and maintain professional skills, secure the best possible pay, benefits, working conditions, job security, and advocate for pensions and retiree benefits for its members;
- d) act as a lobbying agent on behalf of its members to all appropriate outside agencies which are responsible for, or which have an interest in, post-secondary education issues (such as funding, access, and quality);

- e) take such actions as are necessary and/or appropriate to advance the labour movement as a whole, and support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
  - f) provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
  - g) to promote an ecologically sound and non exploitative society by our actions, and when relevant, in our literature; and
  - h) Establish strong working relationships with the public we serve and the communities in which we work and live.
- 2.2 The members of the Union agree there shall be no discrimination, differential, or adverse treatment or decisions, interference, restriction, coercion, intimidation or harassment, exercised or practised in the affairs of the Local, on the following grounds which include but are not limited to:
- Age;
  - race; colour;
  - personal appearance; mode of dress;
  - ability; mental or physical disability;
  - place of origin; ethnic origin; nationality; ancestry; citizenship; language; language of origin;
  - creed; religious belief or affiliation;
  - political affiliation, belief, or activities; ideology; exercise of an individual's academic freedom as a student; academic school of thought;
  - family relationship; marital status, domestic partnership status, or parental status; the number of dependents of the member;
  - sex; sexual identity; sexual expression; gender; gender identity; gender expression; sexuality; sexual orientation;
  - Human Immune Deficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) status or test;
  - place of residence;
  - criminal record; record of offences;
  - socio-economic status; class; or
  - by reason of non-membership, membership or activity in the Union or Local

### 2.3 Affiliations

In order to strengthen the labour movement and work toward common goals and objectives, Local 3907 shall be affiliated to and pay per capita membership fees to the following organizations:

- The CUPE Ontario Provincial Division
- The Metro Toronto & District CUPE Council
- The Ontario Federation of Labour
- The Toronto and York District CLC Labour Council

### **ARTICLE 3 - INTERPRETATION AND DEFINITIONS**

- 3.1 Numbers of Articles at the end of sections or sub-sections in these By-Laws refer to relevant articles of the CUPE National Constitution, as amended from time to time which should be read together with these Bylaws.
- 3.2 "Written notice" includes but is not limited to notification by e-mail.

### **ARTICLE 4 – MEMBERSHIP**

- 4.1 The membership of the Local shall consist of all persons employed as graduate assistants at the Ontario Institute for Studies in Education at the University of Toronto, hereafter referred to as "the bargaining unit," and who are automatically accepted for membership, unless they notify the Local in writing by October 31 of their intention to decline Union membership.
- 4.2 Service as a Local, Provincial or National officer of the Union shall be considered equivalent to employment within the bargaining unit; notwithstanding the foregoing, no member may count such service as service in the bargaining unit beyond two academic years after eligibility for employment in the bargaining unit lapses.
- 4.3 Any member whose employment terminates may retain their membership for twelve (12) months from the date of last employment.
- 4.4 No person otherwise eligible for membership in the Local shall be admitted to membership if they have been fined, suspended or expelled by the Union until they have complied with the terms of such fine, suspension or expulsion in accordance with Section B.XI of the CUPE Constitution.
- 4.5 Membership in the Local shall oblige the member to abide by the provisions of the Constitution of the Union and these Bylaws, as well as any legal agreement entered into the Union or the Local on their behalf.

### **ARTICLE 5 - MEMBERSHIP MEETINGS: REGULAR, SPECIAL AND ANNUAL**

#### **5.1 Regular Membership Meetings**

Regular membership meetings shall be held each month between September 1 and April 30. The dates and times for such meetings shall be scheduled in advance at the beginning of each academic term to provide for advance notice and to take into account the varying schedules of the members of the Local. A Reminder notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven days in advance of the meeting normally by the Recording Secretary.

#### **5.2 Special Membership Meetings**

- a) Special membership meetings may be ordered by at least three (3) members of the Executive Committee or requested in writing by no fewer than eight (8) members.

- b) The President shall immediately call a special meeting when so ordered or requested.
- c) Such special membership meeting shall be held within 14 calendar days of the order or request (excluding statutory holidays and days when the University of Toronto and OISE are closed).
- d) The President shall ensure all members receive at least seventy-two (72) hours notice of the special meeting and the subject(s) to be discussed, and the date, time and location for the special meeting.
- e) No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- f) In the event the order or request is made between April 15 and August 31 of any year, the meeting shall not be held prior to the 2<sup>nd</sup> week of September, and with seventy-two (72) hours notice of the subject, date, time and location of the special meeting.
- g) In the event the President fails to act within twenty-four (24) hours of the order or request, the Recording Secretary of the Local shall be authorized to comply with the provisions of this Article.
- h) If the Recording Secretary of the Local fails to act within a further twenty-four (24) hour period, any one of the remaining members of the Executive (Vice President, Treasurer or Chief Steward) shall comply with these provisions.
- i) In the event no quorum is obtained for the special meeting, the President (or alternate as described above) shall call another special meeting to be held within seven (7) days to allow time for booking a location and providing a further seventy-two hours' notice for the rescheduled meeting.
- j) No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- k) If no quorum is obtained for the re-scheduled meeting, the business for which the request was made will be considered dealt with and no other attempt to schedule a special meeting shall be made unless a new request is made.

5.3 A quorum for the transaction of business at any regular or special meeting shall be at least eight (8) members, including at least three (3) of the five (5) members of the Executive Committee.

5.4 The order of business at regular membership meetings generally follows:

1. Reading of the CUPE Equality Statement
2. Roll Call of Officers
3. Seating of Non-members

4. Initiation of new members
5. Reading of Minutes
6. Matters Arising
7. Treasurer's Report
8. Communications and Bills
9. Executive Committee Report
10. Reports of Committees and Delegates
11. Nominations, elections or installations
12. Unfinished Business
13. New Business
14. Adjournment

5.5 The Executive Committee shall call an Annual General Meeting every April, at which time the election results for the new Executive Committee will be announced as set out in Article 14. The outgoing Executive Committee shall report to the membership on the business transacted during the previous year. At this meeting, the Treasurer shall submit to the membership a full financial report covering the preceding year and a proposed budget for the following year for their approval. Trustees shall also give a report on their final yearly audit at this meeting.

### **Referenda**

5.6 Referenda may be held either for a decision as required by the Bylaws or by the membership voting to submit a decision to referenda at a membership meeting. Members are free to vote to submit a decision to referenda at a membership meeting, but not any questions which are already required, in the Bylaws, to be voted on at a meeting. The wording of the referenda question shall be approved at the membership meeting preceding the referenda, and the Returning Officer shall conduct the referenda.

5.7 Notice of the referendum shall be sent to the membership not later than seven (7) days prior to the vote and shall include the question to be decided and the date, time and place of polling. Unless otherwise specified in these Bylaws, a majority of votes cast shall decide any referendum question.

5.8 The Returning Officer, in consultation with the Executive, may use electronic voting options rather than physical polling locations for referenda. Such electronic voting must ensure a secret ballot process and an ample opportunity for all members of the Local to cast ballots by receiving timely information and instructions.

### **ARTICLE 6 - VOTING OF FUNDS**

6.1 Except for ordinary expenses and bills as approved at membership meetings, or by the budget of the Local approved at a membership meeting, no sum over one hundred (\$100) dollars shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting.



## **ARTICLE 7 - EXECUTIVE COMMITTEE**

7.1 The Executive Committee of the Local shall consist of the following five (5) officers:

- a) President
- b) Vice President
- c) Recording Secretary
- d) Treasurer
- e) Chief Shop Steward

7.2 All officers shall be elected by the membership by voting held during the month of April as determined by the Returning Officer, or an alternate time in the event of a by-election as set out in Article 14 of these bylaws.

7.3 Meetings of the Executive Committee shall be open to all members in good standing of the Local; members who so attend shall have the right to speak, but no right to vote.

7.4 A majority of the Executive Committee constitutes a quorum.

7.5 A member of the Executive Committee shall not hold, concurrently, an executive position within the Graduate Student Association (GSA) at OISE/UT.

7.6 The Executive Committee shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.

7.7 Should any Executive Committee member resign or fail to answer the roll call for three (3) consecutive regular membership meetings or three (3) consecutive regular Executive Committee meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by a by-election under Article 14 of these bylaws.

## **ARTICLE 8 - DUTIES OF EXECUTIVE COMMITTEE**

8.1 The members of the Executive Committee shall authorize and announce all expenditures, implement policy passed at meetings of the Local membership, and make recommendations to such assemblies for their consideration.

8.2 The members of the Executive Committee shall enforce the Constitution of the Union, including the Equality Statement, the Bylaws of the Local, the provisions of all agreements between the Employer and the employees, and they shall coordinate Union-Local affairs.

8.3 The Executive Committee shall meet, at a minimum, once per month during the months of June and July and once every two weeks at all other times or as often as the membership or the Executive Committee deems necessary. Meeting in August shall be optional.

8.4 Each member of the Executive Committee shall be responsible to, and shall conform to

the deliberations of the Committee in the carrying out of their duties. Each member shall ensure that the Executive Committee is fully informed with regard to their activities. Executive officers are responsible for maintaining files relevant to their portfolios.

- 8.5 The Treasurer shall be an official signing officer for the Local. In addition to the Treasurer, the President and Recording Secretary shall also be official signing officers for the Local. At least two (2) signing officers are required to sign any cheques for the Local.
- 8.6 The Executive Committee shall inform members of their rights as outlined within the Local's Collective Agreement, these Bylaws, and the Constitution. The Executive Committee shall also make members aware of mechanisms and procedural remedies for problems and complaints, as outlined in the Article 10 regarding recall of Stewards and Article 14 of these Bylaws.
- 8.7 Following the election results, outgoing members of the Executive Committee shall orient incoming Executive Committee members who assume office as of May 1. Outgoing members may be invited to attend meetings of the new Executive Committee as requested.
- 8.8 On termination of office, either during or at the end of a term of office, each member shall surrender all books, seals, notes, minutes, records, and other properties of the Local to their successor.
- 8.9 All signing Officers of Local 3907 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.
- 8.10 The members of the Executive Committee are allowed necessary and reasonable funds to reimburse them for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached. All expense claims must be reviewed by the President, (or an executive member where the person making the claim is the President), and by the Treasurer.
- 8.11 Each Executive member shall be eligible for a payment of \$500 per month for the performance of their duties. The Executive member shall not be eligible for additional remuneration for duties performed as an Executive member; for example attending executive meetings; coordinating the GAA ranking observation process; chairing the Financial Assistance Fund Committee; or providing assistance to the financial Trustees. This does not prohibit payments for conferences and/or conventions as authorized by Article 15.
- 8.12 No Executive member shall receive a payment in advance of a month of work performed.

## **ARTICLE 9 - DUTIES OF EXECUTIVE OFFICERS**

**(a) The President shall:**

- i. be responsible for the smooth and efficient operation of the Local;
- ii. ensure that all Executive Officers perform their assigned duties;
- iii. preside at all membership and Executive Committee meetings and preserve order;
- iv. decide all points of order and procedure, subject to appeal by the membership;
- v. interpret these bylaws as required and as supported by a majority of the Executive Committee, subject to appeal to the membership;
- vi. sign all authorizations, cheques, expense forms or requests for payment, Collective Agreements, and other official documents of the Local;
- vii. be responsible, in conjunction with the Treasurer, for accounting all funds of the Local and shall ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the membership;
- viii. in conjunction with the Recording Secretary, ensure that proper notice is provided to the membership for all meetings and referenda, including strike votes and ratification votes;
- ix. have the same right to vote as other members; In the case of a tie vote, the President may cast another vote or the President may refrain from casting an additional vote, in which case the motion is defeated. This does not apply for elections or by-elections;
- x. fill committee vacancies where elections are not provided for;
- xi. introduce new members and conduct them through the initiation procedures of the CUPE Constitution;
- xii. report regularly to the Executive Committee and the membership on their actions; and;
- xiii. carry out other duties as assigned by the membership or the Executive Committee, these bylaws or the National Constitution.

In the event that the President suffers a prolonged absence, is removed in accordance with Article 14 or is otherwise unable to perform their duties, the Vice President shall assume the duties of the President until such time as the President is able to resume their duties or is replaced in accordance with Article 14.

**(b) The Vice President shall**

- i. be responsible for developing and maintaining contacts and liaisons with organizations within the University community and with such outside organizations as the Executive Committee deems necessary or valuable;
- ii. represent the Local at meetings of the Union at the provincial and national levels, of other locals, and in relation to other groups as necessary;
- iii. be charged with keeping informed of legislative and regulatory developments at the provincial and national levels, as well as within the University and the larger University community;
- iv. represent the Local, or ensure the Local's representation at all relevant Councils of the Union;
- v. be the Local's liaison with the Union;
- vi. report regularly to the Executive Committee and the membership on their actions;
- vii. be responsible, in conjunction with Recording Secretary for the production and distribution of a Local newsletter and the maintenance of the website of the Local;
- viii. preside over membership and Executive Committee meetings in the absence of the President and;
- ix. carry out other duties as assigned by the membership or the Executive Committee, these bylaws or the National Constitution.
- x. In the event that the Vice President suffers a prolonged absence, is removed in accordance with Article 14 or is otherwise unable to perform their duties, the President shall assume the duties of the Vice President until such time as the Vice President is able to resume their duties or is replaced in accordance with Article 14.

- (c) **The Recording Secretary**, as the chief recording officer of the Local, shall:
- i. oversee the overall maintenance of the Local's records;
  - ii. keep a full, accurate, and impartial account of the proceedings of all Regular, Special, And Annual membership meetings and Executive meetings. These records must also include a copy of the full financial report (Executive Committee meetings) and the written financial report presented by the Treasurer. The record will also include Trustee reports;
  - iii. have all records ready on reasonable notice for the Trustees or auditors;
  - iv. keep an accurate record of the membership of the Local, including departmental rankings, monthly membership lists to account for changes in the membership according to Article 4 of these bylaws, and all other records which the Executive Committee or membership deem necessary. All such records shall be kept in the Local office;
  - v. preside over membership and Executive Committee meetings in the absence of both the President and Vice-President;
  - vi. record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing;
  - vii. prepare and distribute all notices to members;
  - viii. ensure the production and transportation of adequate supplies of relevant supporting documentation for membership meetings;
  - ix. prepare all unfinished business for presentation at the next consecutive membership meeting;
  - x. keep a record of all correspondence received and sent out;
  - xi. answer correspondence and fulfill other administrative duties as directed by the Executive Committee and;
  - xii. carry out other duties as assigned by the membership or the Executive Committee these bylaws or the National Constitution.
  - xiii. In the event that the Recording Secretary suffers a prolonged absence, is removed in accordance with Article 14 or is otherwise unable to perform their duties, the Vice President shall assume the duties of the Recording Secretary until such time as the Recording Secretary is able to resume their duties or is replaced in accordance with Article 14.

**(d) The Treasurer shall:**

- i. Develop a draft budget to present to the membership and enforce the budget as approved by the membership.
- ii. Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- iii. Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- iv. Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- v. Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- vi. Record all financial transactions in a manner acceptable to the Executive and in accordance with good accounting practices.
- vii. Make a full financial report to meetings of the Local Union's Executive.
- viii. Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- ix. Be bonded through the master bond held by CUPE National. Any Treasurer who cannot qualify for the bond shall be disqualified from office.
- x. Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive as determined by the Executive. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- xi. Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.

- xii. Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- xiii. Where required, not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
- xiv. Notify all members who are one month in arrears and report to the Executive Committee all members two or more months in arrears in the payment of union dues.
- xv. Chair the Financial Assistance Fund committee to review applications received under the provisions of the Collective Agreement with the Employer.
- xvi. Carry out other duties as assigned by the membership or the Executive Committee, these bylaws or the National Constitution.
- xvii. In the event that the Treasurer suffers a prolonged absence, is removed in accordance with Article 14 or is otherwise unable to perform their duties, the Vice President shall assume the duties of the Treasurer until such time as the Treasurer is able to resume their duties or is replaced in accordance with Article 14.

(e) **The Chief Steward** shall:

- i. ensure the proper administration of the collective agreement;
- ii. coordinate the elections of Stewards in each department during the fall of each academic session;
- iii. coordinate Steward orientation, training, and activities and have copies of the Steward's Handbook available;
- iv. ensure that a monthly meeting of Stewards occurs;
- v. ensure that each department is duly represented by a Steward, and shall encourage the organization of the Local within each department;
- vi. facilitate communication among departments with the Executive Committee through the departmental Stewards;
- vii. handle all grievances according to the Grievance Procedure as outlined in the Collective Agreement;
- viii. cause adequate records of all grievances conducted by the Local to be maintained in the Local office;
- ix. coordinate the observers of the Local for the GAA ranking process for the various departments;
- x. coordinate the Local's membership fall orientation and work-related workshops; and;
- xi. carry out other duties as assigned by the membership or the Executive Committee, these bylaws or the National Constitution.
- xii. In the event that the Chief Steward suffers a prolonged absence, is removed in accordance with Article 14 or is otherwise unable to perform their duties, the Vice President shall assume the duties of the Chief Steward until such time as the Chief Steward is able to resume their duties or is replaced in accordance with Article 14.



## **ARTICLE 10 - STEWARDS**

10.1 Members shall be represented by one Steward per department. Stewards shall be members of the union and the department which they are elected to represent.

### **10.2 Election of Stewards**

Stewards shall be elected by members from their departments annually by secret ballot at a membership meeting in September or October of each year. Where there are no candidates for Steward in a department, the executive may appoint a Steward from the department or, where necessary, from the membership at large. The term of office for each Steward shall be from the day of election until the subsequent election of Stewards.

### **10.3 Responsibilities**

Stewards shall serve as representatives of the Local at the departmental level. Members having questions, grievances, or other issues concerning their employment shall consult their Steward or the Chief Steward, who will advise them on matters relating to the Collective Agreement. Stewards shall, when appropriate, process the grievances of department members, represent members in grievance meetings, and act as a liaison between members and the Executive Committee. In the case of a strike, Stewards shall sit on the Strike Committee.

Stewards shall attend regular meetings convened by the Chief Steward to ensure appropriate communication between the Executive of the Local and the members in their departments. Stewards shall hold meetings with department members as required, at least once per term.

### **10.4 Recall**

Members in good standing of a department may request a review of their Steward by submitting to the Executive a petition signed by twenty-five (25) per cent of the members of that department. Upon receipt of such a petition, the Chief Steward, or if s/he is unavailable, another Executive Committee member, shall hold a review meeting with the Steward and members from that department within 15 days. At any meeting where a Steward's performance is under review, they shall at all times have the right to speak on their behalf. At the end of the review meeting, a majority of members of that department may vote whether to retain or recall the Steward. If a majority of department members in attendance vote to recall the Steward, the Executive Committee shall declare the position of Steward vacant and shall cause there to be an election to fill the position within 15 days.

## ARTICLE 11– TRUSTEES

- 11.1 The Local shall have three (3) Trustees, who shall be elected by the membership. Any member in good standing in the Local who is not a member of the Executive Committee may be elected. The term of office for all Trustees is May 1 of the year in which their election takes place to April 30 of the third year following. Should a Trustee position be vacated, an election shall be held at the subsequent General Membership Meeting.
- 11.2 Notwithstanding the above, there shall be an initial Trustee election in which one Trustee shall be elected for a term of one year, one for two years and one for three years. Elections in subsequent years shall be for a term of three years in order that the Local retains a rotation of new and experienced Trustees.
- 11.3 The Trustees shall:
- a) Act as an auditing committee on behalf of the members and audit the books and accounts of the Treasurer, the Recording Secretary, and the committees at least once every calendar year.
  - b) Make a written report of their findings to the first membership meeting following the completion of each audit.
  - c) Submit in writing to the President and Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Recording Secretary and Treasurer in an organized, correct, and proper manner.
  - d) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
  - e) Ensure that proper financial reports have been given to the membership.
  - f) Audit the record of attendance.
  - g) Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership.
  - h) Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
    - i. Completed Trustee Audit Program
    - ii. Completed Trustees' Report
    - iii. Treasurer Report to the Trustees
    - iv. Recommendations made to the President and Treasurer of the Local Union
    - v. Treasurer's response to recommendations
    - vi. Concerns that have not been addressed by the Local Union Executive Committee.

## **ARTICLE 12 - OUT OF POCKET EXPENSES**

- 12.1 Reimbursements will be made for out of pocket expenses that fall within the budgetary guidelines as approved by the membership. Submissions for reimbursement should be made within sixty (60) days of their occurrence. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached. All expense claims must be reviewed by the President, (or an executive member where the person making the claim is the President), and one other Executive member before payment by cheque by the Treasurer.

## **ARTICLE 13 - FEES, DUES, AND ASSESSMENTS**

- 13.1 Each member of the Local shall pay such union dues as are determined or altered by the Local Union only at a regular or special membership meeting, provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given.
- 13.2 Notwithstanding the above provision, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these Bylaws will be deemed to have been automatically amended to conform to the new CUPE minimum.
- 13.3 The monthly dues shall be 2.4% of regular wages.

## **SPECIAL ASSESSMENTS**

- 13.4 Each member shall pay, in addition to dues, any special assessments as determined by the Local from time to time when special circumstances warrant as provided for in the Union Constitution.
- 13.5 Where the Executive Committee believes a special assessment is required, it shall give its reasons to, and obtain approval from a General Membership Meeting called for that purpose.
- 13.6 The monies obtained from such an assessment shall be used only for the purpose(s) of the assessment, except that any surplus shall be allocated to the Local's Strike Fund.
- 13.7 No assessment of any kind shall be imposed on the members of the Local unless such an assessment has been approved by a two-thirds majority of the votes cast at a membership meeting called for that purpose in the manner herein prescribed, and has been approved by the National President. Members can request that the vote be by secret ballot.
- 13.8 Members shall be given, in writing, at least seven (7) days notice of such a meeting.
- 13.9 A special assessment may only be applied for a specific purpose and for a specific length of time. A continuing special assessment must be reviewed at least every six months at a regular membership meeting unless it was approved in a referendum vote.

### 13.10 **Initiation Fee**

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Treasurer and will be accompanied by an initiation fee of \$1.00 dollars which shall be in addition to monthly dues. The Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned. The readmission fee shall be \$1.00.

## **ARTICLE 14 - NOMINATION, ELECTION, AND INSTALLATION**

### (a) **Nominations**

14.1 Nominations can begin to be received by the Returning Officer one (1) month prior to the scheduled date of elections to be held prior to the April Annual General Meeting.

Nominations shall close at a date to be determined by the Returning Officer to allow sufficient time for the election preparations.

To be eligible for nomination, a member must be in good standing with the Local; no member shall be eligible for nomination if they are in arrears of dues and/or assessments.

The Returning Officer, through the Recording Secretary, will advise the membership whether a position is acclaimed or whether a position has no nominated candidates and shall provide a further period of forty-eight (48) hours for further nominations to be filed.

The Returning Officer shall accept 250 word statements from nominated candidates for distribution to the membership by the Recording Secretary two (2) weeks prior to the commencement of voting, whether at physical polling stations or electronic voting.

The Returning Officer shall schedule an all candidates meeting no less than one (1) week prior to the commencement of voting.

The elections shall be held through voting at physical polling stations or electronic voting. All members of the bargaining unit as of the month of the vote pursuant to the membership provisions of Article 4 are eligible to cast a ballot. Elections may not be held during the months of May, June, July or August. The Returning Officer must ensure a secret ballot process and an ample opportunity for all members of the Local to cast ballots by receiving timely information and instructions, whether for physical polling stations or electronic voting. The results of the election will be announced at the April Annual Meeting.

### (b) **Elections**

14.2 At the annual general meeting in April, a Returning Officer shall be selected by the membership.

14.3 The Returning Officer shall hold office for one (1) year and shall receive honoraria of \$500 for the year. The Returning Officer shall be a member of the Local who is neither an

officer nor a candidate for office, and shall have the full responsibility for establishing and regulating voting procedures for elections or by-elections held in the Local including, but not limited to, those for Executive Officers, Trustees, and the Bargaining Committee. The Returning Officer shall treat information submitted in connection with their responsibilities as confidential. The Returning Officer shall determine the form of the ballot and the procedure for electronic voting or physical polling to allow opportunity for members to vote. The Returning Officer must be fair and impartial. The National Representative assigned to the Local Union shall serve as an advisor to the Returning Officer when requested by the Local Union.

In the event of the resignation of the Returning Officer or inability to act, the Executive Committee shall appoint a Returning Officer to act until such time as a replacement can be selected by the membership at a membership meeting.

- 14.4 A majority of votes cast shall be required before any candidate can be declared elected. The Returning Officer shall have the same rights as other members to vote in elections. In the case of a tie vote, the Returning Officer shall cast the deciding vote.
- 14.5 When two or more nominees are to be elected to any office by ballot, each voting member shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- 14.6 Any member may request a recount of the votes for any election and a recount shall be conducted by the Returning Officer in the presence of scrutineers for the candidate(s).

(c) **Installation**

- 14.7 All elected officers shall be installed on May 1 and shall continue in office until April 30 of the following year, or until a successor has been elected and installed, provided, that no term of office shall be longer than three years.

(d) **Vacancies**

- 14.8 Where a position on the Executive Committee is vacant, a by-election shall be held in conformity in so far as possible with the procedures set out above as determined by the Returning Officer to commence within seven (7) days of the vacancy. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfil.
- 14.9 Pursuant to Article 7.5, should any Executive Committee member resign or fail to answer the roll call for three (3) consecutive regular membership meetings or three (3) consecutive regular Executive Committee meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by a by-election under Article 14 of these bylaws. The by-election shall be held in conformity in so far as possible with the procedures set out above as determined by the Returning Officer to commence within seven (7) days of the declaration.

14.10 Should any Trustee resign or otherwise leave office, the Executive Committee shall declare their position to be vacant, and a by-election shall be held in conformity in so far as possible with the procedures set out above as determined by the Returning Officer to commence within seven (7) days of the declaration.

(e) **Reviews and Recalls**

14.11 Any elected officer may be subjected at any time to review of their performance upon:

- i. receiving a valid petition requesting such a review, signed by at least eight (8) members in good standing which includes each petitioner's name, signature, email address and home telephone number; or
- ii. there being a majority vote of three (3) of the five (5) Executive Committee in favour of such a review.

14.12

- a. If the criteria of Article 14.11 is met, the President shall call a review meeting to be held within 14 calendar days of the order or request (excluding statutory holidays and days when the University of Toronto and OISE are closed).
- b. The President shall ensure all members receive at least seventy-two (72) hours' notice of the review meeting and the date, time and location for the review meeting. No other business shall be transacted at the review meeting.
- c. In the event the review request is made between April 15<sup>th</sup> and August 31<sup>st</sup> of any year, the meeting shall not be held prior to the 2<sup>nd</sup> week of September, and with seventy-two (72) hours' notice of the subject, date, time and location of the review meeting.
- d. In the event the President fails to act within twenty-four (24) hours of the order or request, the Recording Secretary of the Local shall be authorized to comply with the provisions of this Article.
- e. If the Recording Secretary of the Local fails to act within a further twenty-four (24) hour period, any one of the remaining members of the Executive (Vice President, Treasurer or Chief Steward) shall comply with these provisions.
- f. If the President is the subject of the review, the Recording Secretary shall commence the process.
- g. If the Recording Secretary of the Local fails to act within a further twenty-four (24) hour period, any one of the remaining members of the Executive (Vice President, Treasurer or Chief Steward) shall comply with these provisions.
- h. In the event no quorum is obtained for the review meeting, the President (or alternate

as described above) shall call another review meeting to be held within seven (7) days to allow time for booking a location and providing a further seventy-two hours' notice or the rescheduled meeting. In the event the President fails to act, the above paragraph will be implemented.

- i. If no quorum is obtained for the re-scheduled meeting, the request for review will be considered dealt with and no other attempt to schedule a meeting shall be made unless a new request for review is made.
- 14.13 At any meeting in which their performance is under review, the member under review of the Executive Committee or Trustee shall at all times have the right to speak on their own behalf.
- 14.14 Directly following the performance review, a member of the Executive Committee or Trustee may be removed from office by a two-thirds (2/3) majority vote cast by secret ballot, by members present, in favour of such a removal. The Returning Officer shall determine the form of the ballot and the procedure for such secret ballot voting at the meeting.
- 14.15 When a member of the Executive Committee or Trustee is removed in accordance with this Article, the stipulations in the provisions regarding "vacancies" above shall apply.

## **ARTICLE 15 - CONVENTION DELEGATES**

- 15.1 All delegates to conventions shall be chosen by election at membership meetings.
- 15.2 The Returning Officer shall conduct an election of convention delegates at a General Membership Meeting prior to the deadline for delegate registration. Notice of such an election shall be included in the notification for the General Membership Meeting. All members in good standing shall be eligible for election as a convention delegate. If the Returning Officer is seeking election as a delegate, a member who is not seeking election shall act as Returning Officer for the election.
- 15.3 Delegates to Toronto and York Region Labour Council shall be elected annually. The Vice President shall serve as one (1) delegate; the second (2<sup>nd</sup>) delegate shall serve as official reporter. They shall be required to report on proceedings from recent meetings of the Council at each membership meeting of the Local.
- 15.4 If a duly elected voting delegate is unable to attend a convention, and if there is insufficient time (less than forty-five (45) days) to call an election before the commencement of the convention, a member of the Executive Committee shall be appointed by the Committee to serve as delegate in that member's stead.
- 15.5 All delegates elected to conventions, conferences, or educationals outside of the Greater Toronto Area shall be paid transportation and accommodation (if required) expenses at economy, tourist or coach rates or at the lowest reasonable rate as determined by a

majority vote of the Executive Committee and a per diem of seventy-five dollars (\$75.00) for meals and expenses.

- 15.6 Delegates to conventions, conferences, or educationals held within the City of Toronto shall not receive a travel or accommodation allowance. But they shall receive a per diem allowance of thirty-five dollars (\$35.00).
- 15.7 Delegates using their own vehicles to travel to CUPE meetings or conventions shall be reimbursed at the going CUPE Ontario rate per kilometre, not to exceed the rate of economy or coach rates.
- 15.8 Representatives of the Local at educational institutes and seminars shall be elected by the membership. Representatives shall attend educational institutes and seminars in the City of Toronto area whenever possible. Representatives shall commit to participating on a committee related to the education to which they wish to attend or to making a report to the membership about what they have learned there. In the event that an election was not possible to select the delegates, the Executive Committee will pick the members and shall be guided by the usefulness or relevance of the education being sought to the welfare of the Local. Elections for the delegates to educational institutes or seminars shall be held at the General Membership Meeting prior to the relevant registration deadlines.
- 15.9 A delegate or alternate from Local 3907 is not permitted to be registered as an alternate or registered delegate for any other CUPE Local nor is such a delegate or observer permitted to claim transportation, accommodation, per diem allowances or any comparable money from any other CUPE Local for any convention, conference, educational institute, seminar or other comparable event.

## **ARTICLE 16 - COMMITTEES**

The base membership of all committees of the Local shall be:

- (1) one executive member who shall be responsible for reporting on the work of the committee
- (2) Three members chosen from membership at the Annual General Meeting.

However, the committees are open to all members who in turn have full committee voting rights and privileges. Committee members are expected to attend all committee meetings, as well as membership meetings and maintain communication with the Executive and the Local as to issues and discussions arising therein.

### **16.1 BARGAINING COMMITTEE**

#### **(a) Responsibilities**

The function of the Bargaining Committee is to prepare collective bargaining proposals and to



negotiate a Collective Agreement. The Committee shall develop and present bargaining proposals to the membership for approval. The Bargaining Committee will make recommendations to the Executive Committee and Bargaining Support/Strike Committee regarding application for conciliation and mediation and the timing of Strike Votes. The Bargaining Committee shall report regularly to the membership, Stewards, Bargaining Support Committee, and Executive Committee during the tenure of negotiations.

(b) **Composition and structure**

The Bargaining Committee shall be a special elected committee established at least six months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed.

The Bargaining Committee shall consist of between three and five members elected by the membership at a general meeting. At least one member of the Bargaining Committee shall be a member of the Executive Committee.

The CUPE National Staff representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

In addition to the CUPE National Staff Representative, if the Local has employed a Business Officer or Staff Representative, said officer may be a non-voting member of the Bargaining Committee, at the discretion of the Executive Committee. Said employee is subject to review and recall at the discretion of the Executive Committee, upon Bargaining Committee recommendation.

(c) **Ratification**

When the Bargaining Committee accepts a Collective Agreement, it shall report the acceptance to the Executive Committee within 24 hours. The Executive Committee shall call a membership meeting as soon as possible at which the Bargaining Committee shall present the agreement to the membership for ratification by a majority of votes cast by secret ballot.

(d) **Recall**

(1) **Membership-initiated**

Any member of the Bargaining Committee may be subjected to a review of their performance, which shall follow procedures outlined in Article 14 substituting Bargaining Committee for Executive Committee.

(2) **Bargaining Committee-initiated**

The process for recalling a Bargaining Committee member may also be initiated by a majority vote of the Bargaining Committee members, with a minimum of two (2) votes being required for such a recall. At this time, the procedures set out in Article 14 shall be followed.

At any meeting at which their performance is being reviewed, the Bargaining Committee member shall at all times have the right to speak on their behalf.

When a member of the Bargaining Committee is removed, the membership must deem whether a replacement is necessary at the recall meeting. A replacement member may be voted on at this same meeting.

## **16.2 BARGAINING SUPPORT AND STRIKE COMMITTEE**

- (a) In any year in which the Local is negotiating the renewal of its Collective Agreement, a Bargaining Support Committee shall be struck.

Members of the Bargaining Support Committee shall be elected at a General Membership Meeting or may be appointed by the Executive Committee and ratified by the membership. They shall be responsible for organizing among the membership, the University, and the community in support of the Local's aims in bargaining, and shall organize the membership around the possibility of a strike vote.

In the event that a strike is undertaken, the Bargaining Support Committee shall become the Strike Committee.

- (b) At least two (2) members of the Executive Committee shall serve as members of the Bargaining Support Committee. The Strike Committee shall be composed, at a minimum, of the two (2) aforementioned Executive members and the departmental Stewards.
- (c) The Strike Support Committee shall be responsible for implementing the Local Strike Policy.

## **16.3 EQUITY AND HUMAN RIGHTS COMMITTEE**

The Chair of this committee will be one Executive member, as determined according to a majority vote at the April General Membership meeting. The remaining committee members will consist of all interested members of the Local.

The Equity and Human Rights Committee has a broad mandate to tackle systemic and other oppressive issues that affect equity-seekers. The Equity and Human Rights Committee shall strive to approach oppression and liberation from a framework that integrates the multiple, layered and cross-cutting identities that create unique experiences for individuals or groups in society and organizations. The Committee shall mobilize the membership in support of equity objectives.

At least one (1) Equity Committee member shall be the Local's representative to the Faculty Council's Equity Advisory Committee.

The duties of the Equity and Human Rights Committee shall include but not be limited to the following:

1. Promote the development, growth and/or strengthening of class and anti-oppression consciousness within the programmes, projects and activities of the Local.
2. Provide resources and education on equity and human rights legislation and related issues.
3. Provide mentorship opportunities and support to groups or individuals in oppressed or exploited groups.
4. Mobilize the membership in support of equity objectives.
5. Liaise with other committees within the Local on matters concerning equity and human rights.
6. Ensure that sufficient human rights protection is available to members through improvement of provisions of collective agreements and the establishment of relevant policies at the University of Toronto and elsewhere.
7. Relay the concerns of members to officers on matters relating to equity and make related recommendations to the membership.
8. Meet at least twice per term and report to the membership regularly.
9. Support equity and human rights issues as directed by the Executive Committee and the members of the Local.
10. Responsible for accepting human rights complaints from members on member-to-member harassment as well as those related to members' employment status.

#### 16.4 COMMUNICATIONS AND OUTREACH COMMITTEE

##### **Terms of Reference:**

The mandate of the Communications and Outreach Committee shall be to review and analyze the Local's communications as well as to provide advice and recommendations to the Executive Committee and the membership. The Committee shall develop and maintain a Communications Strategic Plan. The Communications Committee and Outreach shall consist of the Recording Secretary, the Chief Steward, Vice President, and interested members from the Local, and shall be chaired by the Recording Secretary.

The duties of the Communications and Outreach Committee are as follows:

1. Ensure that Local By-Law requirements of adequate notice are met;
2. Inform members of events and activities.
3. Communicate advocacy positions taken by the membership of the Local to the larger community through all relevant means;
4. Produce a regular newsletter;
5. Oversee the maintenance of the website and provide content to webmaster for posting;
6. Peruse the media and respond to issues of relevance to the Local;

7. Assist the Recording Secretary with assembling and producing all press releases, newsletters, posters and other communication initiatives.

## **16.5 EDUCATION COMMITTEE**

The Chair of this committee will be one Executive member, as determined according to a majority vote at the April General Membership meeting. The remaining committee members will consist of all interested members of the Local.

### **Terms of Reference:**

The Education Committee shall promote member education and a strong human rights activist commitment and engagement within the Local, the labour movement and the community. Education of the members is critical to the success and solidarity of any Union. Labour and human rights education empowers workers. It provides us with the resources necessary to challenge the arbitrary power of the Employer and the ruling class and win those victories for our membership that instills confidence in the Union and its capacity to engage in structural economic, political and social change in the wider society.

The duties of the Education Committee shall include but not be limited to the following:

1. Determine the educational needs of the membership, stewards and executive officers and facilitate or direct them to the requisite training, workshop, conference or educational to address the learning need(s).
2. Assist the Chair, Education and Human Rights with the publicizing of CUPE School and other educationals.
3. Prepare registration forms, plan or coordinate travel plans and execute other related tasks to ensure that members get to educationals.
4. Liaise with the Locals' other committees on matters concerning human rights.
5. To take on educational issues as directed by the Executive Committee.

## **16.6 OTHER COMMITTEES**

In addition to the committees established by these Bylaws, the Executive Committee, Stewards, and/or membership may strike other special or standing committees as are considered appropriate for the needs and purposes of the Local.

## **16.7 BYLAW COMMITTEE**

This committee will:

- Review the bylaws annually and make recommendations to the Executive Board on proposed amendments.
- Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.

- Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The committee members will be an elected chairperson and three (3) members, as determined according to a majority vote at the April General Membership meeting

The committee shall appoint its secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

## **ARTICLE 17 - STRIKE VOTE**

- 17.1 Where the Executive Committee, upon the recommendation of the Bargaining Committee, decides to conduct a strike vote, a membership meeting shall be called and notice shall be sent in accordance with Article 5.2. Such notice shall include a statement from the Executive and the Bargaining Team explaining the reasons for their recommendation for a strike vote.
- 17.2 The membership meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.
- 17.3 Two scrutineers shall be elected at the meeting to assist the Returning Officer in counting the ballots. The National Union Representative assigned to the Local shall also be present for the counting of the votes.
- 17.4 Upon adjournment of the meeting, the polls shall open and voting shall begin by secret ballot. Polls shall remain open for two hours or until every member desiring to do so has had a chance to vote. The polls shall re-open at a minimum of three (3) separate polling times within a forty-eight (48) hour period, so as to ensure that every member desiring to do so has a reasonable opportunity to vote. The times and locations of these polls shall be set and publicized by the Bargaining Support Committee. At least one (1) member of the Bargaining Committee shall be available at each polling time to respond to members' questions and requests for information.
- 17.5 The Returning Officer shall count the ballots. A majority of votes cast shall decide the strike vote. The decision shall be communicated to the membership within one day of the ballots being counted.
- 17.6 The conduct of any strike vote shall conform to all relevant legislation.

## **ARTICLE 18 - STRIKES AND MEMBER CONDUCT**

- 18.1 Given that the membership has voted in favour of strike action, the Executive Committee, in consultation with the Bargaining Committee, shall call a special membership meeting, at which time the Bargaining Committee shall present to the membership the Employer's final offer and recommend its acceptance or refusal. A Ratification Vote shall then be administered.

- 18.2 When the decision to commence strike action has duly been made, every member shall strike. Every member shall comply with the Strike Policy of the Local.
- 18.3 The Local Strike Policy shall be available at all times in the Local office.
- 18.4 Changes to the Local's Strike Policy shall be made by majority vote at a membership meeting.

#### **ARTICLE 19 - STRIKE FUND**

- 19.1 A set amount shall be set aside in each Annual General Membership budget as a budget line item to be contributed to the Strike Fund. The Strike Fund shall be kept in a separate account at a credit union or other chartered, government-insured financial institution, according to the direction of the membership.
- 19.2 The Treasurer, in consultation with the Executive Committee, shall maintain the Strike Fund. Decisions on the part of the Executive Committee to move the Strike Fund investment shall be ratified by the membership at the next general meeting.
- 19.3 Expenditures from the Strike Fund shall be in accordance with the Local Strike Policy.
- 19.4 Interest generated from the Strike Fund shall remain in the Fund.
- 19.5 Where necessary, the Executive Committee may be permitted to borrow from the Strike Fund (unless the Fund is valued at less than \$30,000) an amount sufficient to allow the Local to meet its regular operating expenses between June 1 and October 31 in a given fiscal year. All monies so borrowed shall be repaid in full not later than February 15 of the same fiscal year.

#### **ARTICLE 20- COMPLAINTS AND TRIALS**

- 20.01 All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.

#### **ARTICLE 21 - CHILD/ELDER/DEPENDENT CARE POLICY**

- 21.01 Local 3907 will provide childcare at union meetings (Annual General Meetings, General Membership Meetings and special meetings) and other sponsored functions, such as public forums and educationals, when practical and demand warrants. Otherwise, the Local shall provide childcare allowances in accordance with the guidelines below. If a member requires childcare during a meeting or a sponsored event, the Local must be informed at least one calendar week in advance of the relevant deadlines.
- 21.02 Members are entitled to reimbursement of reasonable costs for family/dependent care which would meet criteria established by Canada Revenue Agency provided by someone other than their partner/spouse as a result of absences from home arising from the

conduct of union business. Such allowance is not intended to reimburse the claimant for dependant/family expenses he/she would have normally incurred as a result of employment except where the absence exceeds the normal work day or week.

- 21.03 Family/Attendant care will be reimbursed at the amount equivalent to that provided by CUPE National's at-home childcare reimbursement policy, but not in excess of the actual cost of childcare. Members who bring children to union events will be entitled to single accommodations and meal expenses. Claims for these expenses should also be included on the appropriate reimbursement claim form.
- 21.04 All reimbursement claims must be accompanied by a signed receipt. Reimbursement will not be made for:
- a) Child care that would have normally not have been paid, e.g. spouse
  - b) For an in-town delegate, after the meeting and/or associated function has concluded.
- 21.05 The Local will strive to use CUPE or other unionized childcare workers at its meetings and sponsored events.
- 21.06 If there are special circumstances as regarding care needs, the member should discuss the requirements and arrangement with the Local, in advance.

## **ARTICLE 22 – AMENDMENTS**

- 22.01 These bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.
- 22.02 The Local may, by a majority vote at a regular meeting, or at a special meeting called for that purpose, make such additional bylaws as it may deem advisable, provided that at least seven (7) days notice at a previous meeting or at sixty (60) days written notice has been given and further provided that such Bylaws do not conflict with the Constitution.
- 22.03 These by-laws shall not be amended, added to, or suspended except upon a two-thirds majority vote of those present and voting at a regular or special membership meeting. The exact wording of the amendment must be submitted to the Recording Secretary in time to be included in the meeting notice.
- 22.04 Any two members may propose an amendment to these by-laws by submitting the exact wording of their amendment, signed by both members, to the Recording Secretary.
- 22.05 The Executive Committee shall consider the proposed amendment at the Executive meeting following its receipt. The Executive shall issue a written decision indicating its concurrence or non-concurrence with the proposed amendment.

22.06 The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

22.07 Members will receive an electronic copy of the bylaws, and it shall be posted on the Local Union website.

### **ARTICLE 23 - RULES OF ORDER**

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure. Some of the more important rules to ensure free and fair debate are appended to these Bylaws as Appendix "A". These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend the Bylaws.

In situations not covered by Appendix "A" the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.



## APPENDIX A- RULES OF ORDER

1. A Gatekeeper shall be appointed for each meeting by the Executive Committee prior to said meeting. It is the responsibility of the Gatekeeper to guard the inner door at said meeting and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present; maintain the record of membership attendance at the meeting; and perform other duties as may be assigned by the Executive Committee during said meeting.
2. No member, except the Chair of a committee making a report or the mover of a resolution, shall speak more than five (5) minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairs and Movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The Chair shall state every question coming before the Local and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the Chair must be moved and seconded. Both the Mover and the Secunder must be recognized by the Chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended by a two-thirds (2/3) vote of those present in order to deal with any urgent business.
7. At the request of any member, and upon a majority vote of those present, a question may be divided when doing so will not alter the integrity of the component parts.
8. Any member having a motion can withdraw it with the consent of the Secunder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
9. When a member wishes to speak on a question or to make a motion, they shall first be recognized by the Chair, but, except to state that they rise to a point of order or on a question of privilege<sup>1</sup>, they shall not proceed further until recognized by the Chair.
10. When two or more members rise to speak at the same time, the Chair shall decide which one is entitled to the floor.
11. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous or offensive language as well as any poor reflection on the Local or member thereof.

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<sup>1</sup> *Privilege*: is often regarded as the right of a member to correct inaccuracies or explain circumstances they deem to affect themselves detrimentally or to reflect improperly upon the organization as a whole. Questions of privilege may be raised in the course of debate, but not so as to interrupt a speaker who has the floor. They arise if it appears that, in the course of the debate, the rights or interests of an individual or the assembly may be adversely affected. The Chair decides if the question of privilege is a proper one, and if so the matter must be dealt with and disposed of before debate on the main issue is resumed.

12. If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.
13. The Chair shall take no part in debate while presiding, but may yield the Chair to another member of the Executive Committee in order to speak on any question before the Local or to introduce a new question.
14. The Chair shall have the same rights as other members to vote on any question. In case of a tie, they may in addition give a casting vote, or, if they choose, refrain from breaking the tie, in which case the motion is lost.
15. When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to table for subsequent discussion (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
16. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the Chair shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
17. A motion to adjourn is in order except (1) when a member has the floor and (2) when members are voting.
18. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen (15) minutes have elapsed.
19. After the Chair declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Recording Secretary shall count the same.
20. If any member wishes to challenge (appeal) a decision of the Chair, they must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for their challenge. The Chair may then state briefly the basis for their decision, following which the Chair shall immediately and without debate put the question: "Shall the decision of the Chair be sustained?" A majority vote shall decide except that in the event of a tie the Chair is sustained.
21. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
22. No member shall enter or leave a meeting during the taking of a vote.
23. The Local's business and proceedings of meetings, are not to be divulged to any persons outside of the Local or the Canadian Union of Public Employees when doing so may jeopardize the integrity of the Local.