

Bylaws

University of Toronto Education Workers
CUPE Local 3902

Membership Approval
20 February 2025

National President Approval
10 April 2025

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ARTICLE I: NAME

- A. The name of this trade union shall be University of Toronto Education Workers, CUPE Local 3902; hereinafter, it shall be referred to as “the Local”.

ARTICLE II: GOVERNING AUTHORITY

- A. The Local is a chartered local of the Canadian Union of Public Employees. These Bylaws shall conform in all respects with the *National Constitution* (hereinafter, “the Constitution”) of the Canadian Union of Public Employees (including Appendix “B”) as it now exists or may be amended from time to time. Should an unauthorized conflict arise with respect to the *Constitution*, the *Constitution* shall take precedence.
- B. The activities of the Local shall be in conformity with the *Constitution* of the Canadian Union of Public Employees and the Bylaws of the Local.
- C. The Canadian Union of Public Employees shall hereinafter be referred to as “the Union”.

ARTICLE III: OBJECTIVES

- A. The objectives of the Local are as follows:
 - 1. To be a vehicle for its members to unite, organize, and to shape their future through democratic trade unionism;
 - 2. To work toward a strong and united labour movement provincially, nationally, and globally;
 - 3. To establish strong and solidaristic working relationships with the public we serve and the communities in which we work and live;
 - 4. To defend academic freedoms in research, teaching, pedagogy, and learning, recognizing the material basis necessary for such freedoms;
 - 5. To strive for a living wage, safe working conditions, non-discriminatory hiring, and dependable and secure work for its members and all working people; and
 - 6. To represent members in relations with all appropriate outside agencies which are responsible for, or which have an interest in, post-secondary education issues (such as funding, access, and quality) in the province of Ontario.
- B. These objectives shall be achieved:
 - 1. By means of collective bargaining and joint consultation with the Employer;
 - 2. Through collective action;
 - 3. Through coordination and solidarity with fellow workers of the Employer and province, and locally, nationally, and internationally;
 - 4. Through member education; and
 - 5. By doing all things necessary to the attainment of the above objectives.

ARTICLE IV: ORGANIZATIONAL STRUCTURE

- A. The governing bodies of the Local shall consist of the following:

1. The membership;
 2. Unit Councils;
 3. The Executive Committee; and
 4. Other Councils, Committees, Subcommittees, Caucuses, or any other bodies struck by the membership or Executive Committee.
- B. The plenary authority of the Local shall rest with the membership of the Local, except as it relates to matters that are specific to a particular Unit of the Local (e.g., the negotiation of Collective Agreements or approval of terms governing the administration of Unit-specific funds), where plenary authority shall rest with the membership of the Unit in question. Such authority shall be exercised in properly constituted Membership Meetings and referenda, in accordance with these Bylaws.
- C. The Action Plan of the Local shall be set by Local Council (see Article VIII).
- D. All meetings of the governing bodies of the Local shall be conducted in accordance with *Bourinot's Rules of Order*, except as modified by the membership.

ARTICLE V: MEMBERSHIP

- A. The membership of the Local shall consist of all persons employed under the terms of the scope clauses of the Local's Collective Agreements who have applied for and been admitted into membership.
- B. The Local consists of the following Bargaining Units:
1. Unit 1, comprised of all Post-Doctoral Fellows, graduate students in the School of Graduate Studies, and undergraduate students in the University of Toronto employed as teaching assistants, teaching fellows, demonstrators, tutors, markers, instructors, teaching laboratory assistants, Chief Presiding Officers, invigilators and part-time lecturers.
 2. Unit 2, comprised of all persons employed by Victoria University on contracts of less than one year, as lecturers, demonstrators, tutors, markers, graders, or teaching/laboratory assistants.
 3. Unit 3, comprised of all non-student academic staff employed on contracts of less than one-year as lecturers, demonstrators, tutors, markers, graders, or instructors, or laboratory assistants.
 4. Unit 4, comprised of all persons employed by the University of St. Michael's College on contracts of less than one-year as lecturers, demonstrators, tutors, markers, graders, teaching/laboratory assistants or continuing education instructors.
 5. Unit 5, comprised of all persons employed as Postdoctoral Fellows by the University of Toronto and registered as such with the School of Graduate Studies who:
 - a. Receive funding solely from the University of Toronto; or
 - b. At the time they first commenced employment, received funding solely through the University of Toronto and who subsequently apply for and receive additional external funding that is less than what they receive from the University of Toronto.

- 6. Unit 6, comprised of all persons employed in the International Foundation Program and International Summer Academy at New College as lecturers, language instructors, demonstrators, tutors, markers, or graders.
- 7. Unit 7, comprised of all graduate assistant employees of the Ontario Institute for Studies in Education (OISE) not represented by another Bargaining Unit.
- C. In addition, for the purposes of organizing, all persons employed in teaching, research, or related duties for the University of Toronto or its federated Universities and Colleges and associated spaces ("the University"), or for any programme sponsored by or affiliated with the University, and who are not, at the time, represented by a certified bargaining agent, may apply for and be granted membership in the Local.
- D. Any member whose employment terminates may retain their membership for twelve (12) months from the date of last employment.
- E. No person shall be excluded from rights of membership or the life of the Local because of: age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; language; political affiliation or beliefs; religious affiliation, beliefs, or activities; sex; sexual identity, expression or orientation; gender identity; gender expression; marital status; family status; parental status; number of dependants; place of residence; class; record of offences; physical attributes, personal appearance, or mode of dress; disability; AIDS related illnesses, Positive Immune Deficiency Virus (HIV+); nor by reason of activity or non-activity in the Union or Local.
- F. 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 or any Local of the Union until they have complied with the terms of such fine, suspension, or expulsion.
- G. Subject to Article B.8 of the *Constitution* of the Union, members in good standing are those members of the Local who: are actively employed or within the twelve (12) month window after their date of last employment; have applied for and been initiated into political membership; and are not in an active period of fine, suspension, or expulsion by the Union or Local.
- H. Membership in the Local shall obligate the member to abide by the provisions of the *Constitution* of the Union and these Bylaws, as well as any legal agreement entered into by the Union or the Local on their behalf.

ARTICLE VI: SAFE ENVIRONMENT

- A. Membership in the Local obligates members to abide by both (1) the Union's Oath of Membership, Equality Statement, and Code of Conduct (Appendix E) and (2) the Local's commitments to not exclude anyone from rights of membership or the life of the Local (Article V, Membership), to uphold the Equity Statement (Appendix C), and to not tolerate harassment (Article XIX.C, Harassment). These provisions seek to make the Local a site of worker power by ensuring it and its spaces are safe, inclusive, and equitable.

- B. In order to support these goals and work towards the Article III (Objectives) and the goals of any given membership, Council, Committee, or Caucus, Local meetings are closed to all but members in good standing, Officers, and Staff, except where otherwise specified. Caucuses may open meetings.
- C. Meeting chairs shall:
 - 1. Open General, Unit, and Unit Council Meetings with a collective reading of the Equity Statement, the commitment of the members at the meeting to uphold its principles;
 - 2. Work to support this collective commitment at all meetings, including Committee and Caucus meetings, by intervening when a member violates the Equity Statement;
 - 3. Working collaboratively with the Equity Officer where applicable, in case of violation(s) of Appendix C (Equity Statement) or Appendix E (Code of Conduct), do the following: (1) stop the meeting, note the violation, and ask that it be addressed; and (2) in case of repeat or extreme violations of the Equity Statement, stop the meeting, note the violation, and ask that the member(s) who violated the Equity Statement remove themselves from the meeting (and wait to call the meeting back to order until they have done so).

ARTICLE VII: MEMBERSHIP MEETINGS

A. GENERAL MEMBERSHIP MEETINGS

- 1. General Meetings shall be held at least once between 1 September and 31 December, and at least once between 1 January and 30 April.
- 2. General Meetings shall be closed to all but members in good standing, members of the National Executive Board of the Union, Officers of any Council or Division of the Union to which the Local is affiliated, Political Officers of CUPE Locals who share the same Employer, and staff of the Local, except that the members in good standing in attendance may vote by a two-thirds (2/3) majority of votes cast to admit an individual non-member.
- 3. Every member in good standing in attendance is entitled to vote on any issue that arises at a General Meeting. Except where otherwise provided for in these Bylaws, voting shall be by show of hands, or a suitable adaptation deemed appropriate by the meeting chair, and a majority of votes cast shall be sufficient to determine a decision.
- 4. Forty (40) members in good standing shall constitute quorum at a General Meeting for the transaction of business. In order to make quorum, there must be representation from at least three Units.
- 5. Calling and Petitioning General Meetings
 - a. General Meetings may be called at any time by the President, by majority vote of the Executive Committee, or by the Executive Committee upon receipt of a written or electronic petition signed by not fewer than one hundred (100) members in good standing or fifty (50) per cent of members in good standing in a Bargaining Unit, whichever is less.

- b. Such a petition must contain the name, department of work, email address and signature of each signatory. In addition, the petition must also include a statement of the purpose for which the members are petitioning the meeting, and notice that no business shall be transacted at the meeting other than that for which the meeting is called.
- c. No more than twenty-five (25) per cent of the signatories may be from any one department of work, unless the petition is signed by at least fifty (50) per cent of a Bargaining Unit.
- d. Upon receipt of a properly constituted petition, the Executive Committee shall call a general meeting to take place within fifteen (15) working days

B. ANNUAL GENERAL MEETING

1. The Executive Committee shall call an Annual General Meeting to be held within forty-five (45) days prior to the end of the fiscal year (17 March) for the purpose of reporting to the membership on the business transacted during the previous year, and the election of Officers and Lead Stewards. Written notice of the Annual General Meeting shall include notice that nominations for Officer positions are open as of 15 February, and shall include a statement of the method of making nominations.
2. At the Annual General Meeting, the Secretary-Treasurer shall submit to the membership for approval all reports and proposals they are required to prepare for the Annual General Meeting, as detailed in Article IX.D.5. (Duties of Officers and Lead Stewards).
3. Once every three (3) years, at the Annual General Meeting, the membership shall appoint the Local's independent auditors for the following three (3) fiscal years.
4. The finances of the Local shall be reviewed annually by these independent auditors as a full audit.

C. UNIT MEETINGS

1. A meeting of members of each Bargaining Unit shall be held at least once between 1 September and 30 April.
2. Unit Meetings shall be closed to all but Unit members in good standing, Officers, members of any other standing Committees of the Local, members of the National Executive Board of the Union, Officers of any Council or Division of the Union to which the Local is affiliated, Political Officers of CUPE Locals who share the same Employer, and staff of the Local, except that the Unit members in good standing in attendance may vote by a two-thirds (2/3) majority of votes cast to admit an individual non-member.
3. Every Unit member in good standing in attendance is entitled to vote on any issue which arises at a Unit Meeting.
4. Except where otherwise provided for in these Bylaws, voting shall be by show of hands, or a suitable adaptation deemed appropriate by the meeting chair, and a majority of votes cast shall be sufficient to determine a decision.
5. Quorum for the transaction of business at a Unit Meeting shall be met when the following number of Unit members are in attendance:

- a. Three (3) Unit members in good standing for Units with fifty (50) or fewer members.
 - b. Six (6) Unit members in good standing for Units with one hundred (100) or fewer members.
 - c. Eight (8) Unit members in good standing for Units with five hundred (500) or fewer members.
 - d. Twelve (12) Unit members in good standing for Units with one thousand five hundred (1,500) or fewer members.
 - e. Twenty-four (24) Unit members in good standing for Units with three thousand (3,000) or fewer members.
 - f. Forty (40) Unit members in good standing for Units with more than three thousand (3,000) members.
6. Calling and Petitioning Unit Meetings
- a. Unit Meetings may be called at any time by the President, by the relevant Vice-President, by majority vote of the Executive Committee, by majority vote of the respective Unit Council, or by the Executive Committee upon receipt of a written or electronic petition signed by not fewer than the number of members in good standing that constitute quorum for the Unit.
 - b. Such a petition must contain the name, department of work, email address, and signature of each signatory. In addition, the petition must also include a statement of the purpose for which the members are petitioning the meeting, and notice that no business shall be transacted at the meeting other than that for which the meeting is called.
 - c. For Units of more than one thousand five hundred (1,500) members, no more than twenty-five (25) per cent of the necessary signatories may be from any single department of work.
 - d. Upon receipt of a properly constituted petition, the Executive Committee shall call a Unit Meeting to take place within fifteen (15) working days.

D. NOTICE

1. Notice of the date, time, and place of any General Membership or Unit Meeting shall be given to applicable members not later than seven (7) days prior to the meeting, except for Unit Meetings called for the consideration of contract offers or binding arbitration immediately previous to and during strikes.
2. Notice given on the Local website and through email lists maintained by the Local shall be sufficient to satisfy the requirement that notice be given to all members.
3. Notice may, wherever possible, also be given in a Bargaining Bulletin or by posting notices on Local bulletin boards. However, notice by these methods shall not substitute for the written notice required by Article VII.D.2., above.
4. "Immediately previous to" shall mean fewer than seven (7) days prior to the date upon which strike action is scheduled to commence.

5. Meeting agendas and supporting materials shall be circulated in advance to all members who are eligible to participate in a meeting. Where an agenda includes a motion to adopt the recommendations of a Committee, Caucus, or Council, supporting materials for that motion shall be provided in accessible formats, and shall include a written report where applicable.
6. The agenda and supporting materials documents shall be circulated not later than seven (7) days previous to the meeting, except for Unit Meetings called for the consideration of contract offers during conciliation or immediately previous to and during strikes, where documents should be circulated not later than forty-eight (48) hours before a meeting.

ARTICLE VIII: LOCAL COUNCIL

- A. The Local Council shall:
1. Be comprised of the Executive Committee, Officers, Lead Stewards, Bargaining Co-Lead Negotiator(s), and Local Caucus Chairs. All members of Local Council are voting members and are required to attend Local Council meetings; each member only has one vote, even if they hold multiple roles (e.g., Bargaining Co-Lead Negotiator and another role).
 2. Be chaired by the President.
 3. Set the Action Plan of the Local in accordance with Article III (Objectives) of the Local Bylaws. Such an Action Plan shall build CUPE 3902 towards a high-participation Local, one that brings together grievances, organizing, bargaining, and strike-building to serve its members while working towards social justice in the communities in which we work and live.
 4. Meet at least quarterly, or as needed, to set and review progress towards the Action Plan. Every meeting of Local Council shall take the place of the Executive Committee Meeting that would otherwise occur in the same two-week period.

ARTICLE IX: OFFICERS AND LEAD STEWARDS

- A. The Officers of the Local ("Officers") shall be the: President; Vice-Presidents; Secretary-Treasurer; Communications and Recording Secretary; Health and Safety Officer; Grievance Officer; **Equity Officer; Chief Returning Officer; Lead Stewards; and** three (3) Trustees.
- B. The Local shall have the following Vice-Presidents:
1. General Vice-President;
 2. First Vice-President representing Bargaining Units that are primarily student-workers (Units 1 and 7);
 3. Second Vice-President representing Bargaining Units that are primarily non-student educators (Unit 3);
 4. Third Vice-President representing Bargaining Units that are primarily non-student researchers (Unit 5); and
 5. Fourth Vice-President representing Bargaining Units that are small (Units 2, 4, and 6).

- C. The First Vice-President, Second Vice-President, Third Vice-President, and Fourth Vice-President, are also known as the “Unit-Specific Vice-Presidents.”
- D. The Local shall also have a Lead Steward for every Bargaining Unit with one hundred (100) or more members in good standing, and one Lead Steward to cover all Bargaining Units with less than one hundred (100) members in good standing.
- E. DUTIES OF OFFICERS AND LEAD STEWARDS
 - 1. All Officers who are members of the Executive Committee shall share in the general responsibilities of the Executive Committee laid out in Article IX.E. (Executive Committee) and serve on standing Committees and Subcommittees as need be.
 - 2. The President shall:
 - a. Be the chief executive officer of and spokesperson for the Local, responsible for political messages that speak to Article III (Objectives).
 - b. Interpret the Local Bylaws and Policies as required.
 - c. Preside at all meetings of the Executive Committee and general membership; at their discretion, they may appoint a chair for any meeting.
 - d. Be the chief administrator of the Local, responsible, in conjunction with the Executive Committee, for the smooth and efficient operation of the Local, including supervision of all Staff and employees and administration of the Staff Collective Agreement and other employment contracts.
 - e. Sign all authorisations, contracts, and other official documents of the Local.
 - f. In conjunction with the Secretary-Treasurer, they shall be responsible for accounting for all finances and funds of the Local.
 - g. Be a signing officer of the Local, and bonded through the master bond held by the Union.
 - h. Be responsible, in concert with the Communications and Recording Secretary and Vice-Presidents, for the calling of all Local meetings, and for provision of the notice for such meetings required by Article VII.D (Notice).
 - i. Be a voting member of all Councils and Committees of the Local (or name a designate in their place).
 - j. Chair the Bylaw and Policy Committee.
 - k. Report to the membership at each General Meeting regarding the actions of the Executive Committee.
 - l. Be the Local’s liaison with the Union, and represent the Local in all relevant Councils and Committees of the Union.
 - m. Coordinate Local efforts and build Local alliances by organizing and chairing, as needed, cross-campus councils and coalition groups of allied workers and students.
 - n. When appropriate or necessary for the smooth functioning of the Local, delegate tasks initially charged to the President to the General Vice-President and other members of the Executive Committee.

- o. Keep the President's manual up-to-date. Should no such manual exist, they shall endeavour to produce one; the manual shall include any policies and practices pertaining to the Committee(s) they chair.
- 3. The General Vice-President shall:
 - a. Be the lead liaison and political advocacy officer of the Local.
 - b. Be charged with keeping informed of legislative and regulatory developments at the provincial and national levels, and informing the Executive Committee in turn.
 - c. Identify opportunities for the Local to advocate, organize, and take action around current legislative and regulatory developments for the betterment of workers and the community. In cooperation with the Executive Committee, coordinate the Local's response.
 - d. Be responsible for developing and maintaining contacts with and liaising and cooperating with other Locals, organizations that advance the interests of members of the Local, and other organizations that the Executive Committee deems necessary or valuable.
 - e. Facilitate the growth of Local Caucuses and support Caucus Chairs in the proper functioning of their Caucus.
 - f. Be Lead Delegate of the Local delegation to conventions of the Union and other bodies to which the Local is affiliated and to whose conventions the Local is entitled to send voting delegates, except where the organization exclusively relates to particular Units.
 - g. For all conventions of the Union and other bodies to which the Local is affiliated, prepare resolutions bearing on legislative and regulatory developments and other issues that support the Article III (Objectives) of these Bylaws.
 - h. Organize strategy to pass convention resolutions within the Local and with allied Locals. Organize and chair meetings of the Local's delegation and allied delegations in advance of and during conventions, to prepare and strategize.
 - i. Similarly, organize the Local's engagement with, and intervention strategy in, all Councils, Committees, and Boards of the Employer that make decisions impacting members' working and students' learning conditions.
 - j. With support from staff, develop and maintain contacts and liaise with local and national media organizations in coordination with spokespeople of the Local (e.g., in bargaining).
 - k. When appropriate or necessary for the smooth functioning of the Local, be delegated tasks initially charged to the President or other members of the Executive Committee.
 - l. Carry out the duties of the President if the President is absent or has resigned, to support the President if requested, and when the President is unable to perform their duties.
 - m. Carry out the duties of a Vice-President if a Vice-President is absent or has resigned; or provide support as requested.

- n. Be a signing officer of the Local, and bonded through the master bond held by the Union.
 - o. Keep the General Vice-President's manual up-to-date. Should no such manual exist, they shall endeavour to produce one; the manual shall include any policies and practices pertaining to the Committee(s) they chair.
4. The Unit-Specific Vice-Presidents shall:
- a. Ensure that Unit concerns and views are reported to the Executive Committee and that the Executive Committee's decisions and activities are reported in turn.
 - b. Ensure that the activities and bargaining goals and strategy of the Units they coordinate work towards supporting Article III (Objectives) of these Bylaws, the Local Council's Strategic Plan, and in concert with each other.
 - c. Organize and supervise elections for Stewards for the Units they coordinate; ensure, in conjunction with the Grievance Officer, that new Stewards are trained.
 - d. Oversee and coordinate orientations; member education, in conjunction with the Grievance Officer; socials and community-building initiatives; and Unit-specific campaigns for the Units they coordinate, with the support of the respective Lead Steward.
 - e. Be responsible for communications with the Units they coordinate.
 - f. With the Secretary-Treasurer, coordinate regular communications regarding fund deadlines and organize information sessions on funds, at least once per term from September to April.
 - g. Organize, with the President and Communications and Recording Secretary, and chair all Unit Meetings.
 - h. With the Lead Steward, organize and coordinate the activities of all Unit Councils, attend Unit Council, and ensure Unit representation at Membership Meetings.
 - i. Organize and be a member of the Labour-Management Committee with the Employer in the Units they coordinate.
 - j. Attend Grievance Subcommittee as a non-voting member, if they desire and as requested. If a Unit does not have a Lead Steward, the Vice-President who coordinates that Unit shall attend and have vote; in such cases, the Vice-President shall have one (1) vote, even if they are covering multiple vacancies.
 - k. Serve as Lead Delegate to all conventions, Councils and meetings of organizations exclusively related to the Units they coordinate.
 - l. If a Lead Steward for the Units they coordinate is absent, a Lead Steward position is vacant, or a Lead Steward needs or wants support, the Vice-President shall serve as the Acting Lead Steward or provide support.
 - m. Shall keep their respective Vice-President's manual up-to-date. Should no such manual exist, they shall endeavour to produce one; the manual should include any policies and practices pertaining to the Committee(s) they chair.
5. The Secretary-Treasurer shall:
- a. Be the chief financial officer of the Local.

- b. Be responsible for the organization and administration of corporate or other instrumentalities designed to purchase or hold real estate on behalf of the Local.
- c. Sign all authorisations, contracts, and other official documents of the Local.
- d. With support from Staff, ensure that:
 - (1) The financial records of the Local are properly maintained, and all receipts and disbursements are properly accounted for.
 - (2) A continuous record of all dues payments and any other assessments is kept, and all dues, initiation fees and assessments due to the Union are paid promptly.
 - (3) All revenues, in the form in which they are received, are deposited in an appropriate account at a credit union or other chartered, government-insured financial institution, as the Executive may direct, in the name of the Local.
 - (4) All bills authorized for payment by the Executive Committee and/or memberships are paid.
 - (5) The financial affairs of the Local are conducted in conformity with accepted accounting practices.
 - (6) The finances of the Local are reviewed annually by an independent auditor, as outlined in Article VII.B.4. (Annual General Meeting).
- e. With the Vice-Presidents, coordinate regular communications regarding fund deadlines and organize information sessions on funds, at least once per term from September to April.
- f. Submit a written summary report, on the finances of the Local at least twice per fiscal year to the Executive Committee and to the membership in General Meetings.
- g. Present, upon approval of the draft documents by the Executive Committee, a financial statement for the current fiscal year and a budget for the next fiscal year for adoption by the membership at the Annual General Meeting.
- h. Submit upon request by either the Trustees, President or the Executive Committee all record books and vouchers; all receipts, cheques, and bank statements issued and received; and a detailed written report of all expenditures and disbursements of the funds of the Local; and/or a summary of the audited financial statements of the Local in a timely manner.
- i. Respond in writing and within a reasonable time to any concerns or recommendations in the written report made by the Trustees as set out in Article B.3.12 (a) of the *Constitution*.
- j. Be a signing officer of the Local, and bonded through the master bond held by the Union. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- k. Chair meetings of the Budget Subcommittee and perform the associated duties described in Article IX.E.20. (Budget Subcommittee).

- l. Chair meetings of the Employee and Dependent Hardship fund and perform the associated duties described in Article IX.E.26 (Employee and Dependent Hardship Fund Subcommittee).
 - m. Be a member of all Councils and Committees of the Local relating to finances and funds (or name a designate in their place).
 - n. Keep the Secretary-Treasurer's manual up-to-date. Should no such manual exist, they shall endeavour to produce one. The manual shall include any policies and practices pertaining to the Committee(s) and Subcommittee(s) they chair, the budget, and the funds they oversee.
 - o. On termination of office, surrender all books, records and other properties of the Local to their successor.
- 6. The Communications and Recording Secretary shall:
 - a. Be the lead information and recording officer of the Local.
 - b. Author a correct, full, and impartial account of the proceedings of meetings of the Executive Committee, Local Council, Grievance Subcommittee, and the membership.
 - c. Be the lead editor of the Local newsletter.
 - d. With support from Staff, ensure that:
 - (1) A correct, full, and impartial account of the proceedings of meetings of the Executive, Local Council, Unit Councils and the membership is kept in a physical or digital file in the Local office. These records must also include a copy of the full financial report and the written financial report presented by the Secretary-Treasurer. The record will also include Trustee reports.
 - (2) Any volunteer or deputized minute-takers keep a correct, full, and impartial account of the proceedings for which they have volunteered or have been deputized and submit those minutes to the Communications and Recording Secretary when required,
 - (3) The Local's communications technology, website, and computer systems are maintained and updated to support the goals and administration of the Local.
 - (4) Member- and public-facing communications conform to up-to-date accessibility standards (e.g., AODA and WCAG), to the greatest extent possible.
 - (5) An archive of important member- and public-facing communications is kept and made available to organizers whenever relevant, to use as a resource to develop future communications and to strive for consistent and coherent messaging.
 - (6) A central list of all motions passed by the Executive, Unit Councils, and Membership is kept. This list shall be updated throughout the year and include, (i) the date of the motion, (ii) the body of the Local that passed the motion, and (iii) the mover and seconder of the motion.

- (7) A central list of all book-offs and honoraria not listed in the bylaws is kept. This list will be updated throughout the year. It will include (if applicable) (i) duties, (ii) hours, (iii) the motion authorising the book-off, (iv) and the motion appointing the person to the book-off.
 - (8) Accurate records of the membership of the Local are maintained, including applications for membership, membership lists, and all other records which the Executive Committee or membership deem to be necessary. All such records shall be kept in the Local office or safety-deposit box.
 - e. Ensure that proper notice is provided to the membership for all meetings and referenda, including strike and ratification votes.
 - f. With the President and Vice-President, where applicable, prepare the agenda for each meeting of the Executive Committee and all Membership Meetings (as defined in Article VII), including relevant supporting documentation for each such meeting.
 - g. Keep the Communications and Recording Secretary's manual up-to-date. Should no such manual exist, they shall endeavour to produce one; the manual shall include any policies and practices pertaining to the Committee(s) they chair and a brand kit, messaging guidelines, and set of best practices for developing communications for the Local.
7. The Health and Safety Officer shall:
- a. Be the lead health and safety officer of the Local. Occupational health and safety include, but is not limited to, psychosocial hazards (such as mental health issues and racist and gender-based discrimination), harassment, violence, and larger public health issues that bear on the workplace.
 - b. Be charged with keeping informed of relevant scientific and public health discussions bearing on workplace health and safety and legislative developments at the provincial and national levels.
 - c. Identify opportunities for the Local to advocate, organize, and take action around current issues and concerns for the betterment of health and safety in the workplace and community. In cooperation with the Executive Committee, coordinate the Local's response.
 - d. Oversee and coordinate the appointment, activities, and orientation and training of all Local representatives of Joint Health and Safety Committees (JHSC) in conformity with the *Occupational Health and Safety Act (OHSA)*.
 - e. Be certified in or undertake JHSC Certification Training.
 - f. Receive training in psychosocial hazards that bear on the workplace.
 - g. Organize and chair meetings of the JHSC Council and perform the associated duties described in Article XII.A. (Joint Health and Safety Committee Council).
 - h. Be a Local JHSC Worker Rep on all JHSCs lacking a Worker Rep until such time as a Worker Rep can be appointed; regularly and when requested, attend JHSC meetings with Worker Reps.

- i. Review all health and safety reports from Local JHSC Worker Representatives, the Employer, and other relevant sources; report on any hazards or concerns to the Executive Committee and members; and make recommendations on related grievances and organizing opportunities.
 - j. Ensure the transfer of notes, other materials as appropriate, and manuals from outgoing JHSC Worker Representatives to their successors.
 - k. Serve on the Local's JHSC with Staff. Recommend trainings related to relevant health and safety issues to the Local's JHSC and to members.
 - l. Keep the Health and Safety Officer's manual up-to-date. Should no such manual exist, they shall endeavour to produce one; the manual should include any policies and practices pertaining to the Committee(s) they chair.
8. The Grievance Officer shall:
- a. Be the chief grievance, organizing, and education officer of the Local.
 - b. Identify opportunities for the Local to advocate, organize, and take action to ensure compliance with Collective Agreements and legislation for the furtherance of Article III (Objectives) of these Bylaws; identify opportunities for the improvement of Collective Agreement language in future bargaining rounds;
 - c. With Staff, organize grievances to address issues in the workplace and build member bargaining power, in coordination with the Local Council's Strategic Plan and in anticipation of and response to bargaining demands.
 - d. Be an observer in bargaining (e.g., in preparation for the Priorities and Platform meetings, in debrief after bargaining has concluded, and during implementation) for the purpose of tracking issues in and across all Units and to inform grievance strategy, and education program development.
 - e. With Staff, ensure member education across Units in furtherance of the Objectives of the Local; initiate, develop, and organize member education in furtherance of Article III (Objectives) of these Bylaws.
 - (1) The education program should be attentive to balance between current needs of Local and building foundations (unity and consciousness) for long-term goals. The program may include and encompass: labour rights, steward and grievance skills and duties (Duty of Fair Representation, notetaking, etc.), organizing skills and tactics, intra-membership conflict resolution, political economy, labour and workers' history.
 - f. Chair the Grievance Subcommittee and perform the associated duties described in Article IX.E.19. (Grievance Subcommittee).
 - g. Ensure that Grievance Subcommittee members and Stewards receive sufficient training to facilitate their participation in the processing of grievances.
 - h. Be charged with keeping informed of issues pertaining to violation of the Collective Agreements and relevant legislation, in coordination with the Health and Safety Officer, General Vice-President, and Vice-Presidents.

- i. With the support of the Communications and Recording Secretary and Staff, cause adequate records of all grievances conducted by the Local to be maintained in the Local office.
 - j. Be a member of the Labour-Management Committees with the employer for all Units.
 - k. Attend Unit Councils as necessary for the purposes of supporting organizing and providing member education.
 - l. Shall keep the Grievance Officer's manual up-to-date. Should no such manual exist, they shall endeavour to produce one; the manual shall include any policies and practices pertaining to the Committee(s) they chair.
9. The Equity Officer shall:
- a. Receive training on conflict resolution, anti-oppression facilitation, and crisis management.
 - b. Chair the Equity Subcommittee, and the Equity Funds Subcommittee.
 - c. Serve as the ombudsperson at all Membership Meetings, or designate an ombudsperson at a given Membership Meeting that is knowledgeable on conflict resolution, anti-oppression facilitation, and crisis management.
 - d. At these Membership Meetings, the Equity Officer or their designate shall:
 - (1) Ensure that these meetings are not held in intimidating, hostile, or discriminatory environments. The Equity Officer will introduce themselves to the membership before the meeting and make their contact information available throughout the meeting for members to contact them with concerns around hostile or discriminatory meeting spaces. The Equity Officer will intervene in meetings following incidents of discrimination or harassment that happen on the floor, stopping the meeting to highlight how what is transpiring is creating equity concerns and request those participating to adequately address these concerns.
 - (2) Be given discretion to issue warnings to members for harassment or discriminatory behavior; in extreme and repeat cases of discrimination, harassment or intimidation, recommend that the meeting chair ask that the member remove themselves from the meeting.
 - (3) Be responsible for ensuring that meetings are fully accessible and may request that the meeting chair take action to ensure that meetings are fully accessible, including but not limited to physical accessibility, speaker equity (e.g., among members of marginalized groups), and access to devices such as microphones to accommodate and/or enhance member participation.
 - e. Liaise with the Grievance Officer to develop, facilitate, or secure equity-related trainings, lectures, or workshops for Officers, Stewards, and all members of the Local, as needed.
 - f. Serve, with the General Vice-President, as the liaison for Local Caucuses that represent equity-seeking groups.

- g. Give a report to the Annual General Meeting on the status of equity and anti-oppression in Membership Meetings, informing members how equity has been ensured during all meetings throughout the year via a variety of measures deemed appropriate by the Equity Officer and the Equity Sub-Committee, and listing any and all recommendations to create more inclusive and respectful meeting spaces.
10. The Trustees shall:
- a. Supervise the annual audit of the books of the Secretary-Treasurer by the Local's auditors in accordance with Article B.3.13 of the CUPE *Constitution* and exercise general supervision over the property of the Local.
 - b. Successfully complete the CUPE Financial Officers training workshop prior to undertaking an audit.
 - c. The Trustees shall report annually at a regular meeting of the Local on the condition of the funds and accounts, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the Local. In conducting their review, they shall utilise the "Trustees Audit Program" provided by the Union. They shall transmit a copy of such report to the National Secretary-Treasurer.
 - d. Be compensated at an amount that is calculated as thirty-five (35) hours at the TA rate (see Appendix F) per audit payable upon completion of the submission of the Trustee report to the National Secretary-Treasurer.
11. The Lead Stewards shall:
- a. Be ex-officio and voting members of the Grievance Subcommittee; report on issues facing Unit members; and advise and support the Committee in organizing grievances in the Unit.
 - b. Be a member of Local Council.
 - c. Be a member of the Bylaw and Policy Committee.
 - d. Lead Unit Council:
 - (1) With Staff, maintain Steward lists for the Units they coordinate; work with Unit Council to recruit Stewards as needed;
 - (2) Coordinate manuals and onboarding for new Stewards, and coordinate new and returning Steward mentorship;
 - (3) Chair all meetings of their respective Unit Councils;
 - (4) With the Vice-President that coordinates their Unit, prepare Unit Council meeting agendas, and organize all meetings and activities of Unit Council, including socials;
 - (5) With Unit Council, coordinate member outreach such as orientations, information sessions, communications regarding fund deadlines, and such other contact as the Executive Committee or the Unit Council may, from time to time, determine;

- (6) With Unit Council, organize high-participation opportunities for Stewards to connect with members in their workplace or Unit, build union consciousness and solidarity, and organize grievances, all in order to build a credible strike threat before and during bargaining;
- (7) In any year in which the Unit is undertaking bargaining for the renewal of their Collective Agreement, serve as Bargaining Support Committee Chair and be responsible for organizing high-participation opportunities for the Unit membership and solidarity opportunities for others in support of the Unit's aims in bargaining; and
- (8) In the event that a strike is undertaken in accordance with Article XVIII.D. (Strikes), serve as Strike Coordinator.
- e. Report on activities of Unit Council at Unit Meetings and the Annual General Meeting.
- f. Provide a written report and summary of their activities to the membership at the Annual General Meeting.
- g. Be compensated at an amount that is calculated as two hundred ten (210) hours at the TA rate (see Appendix F) payable at the end of every month in twelve equal installments. Effective to the date of establishing of their respective Unit's Bargaining Committee and ceasing upon the dissolution of their respective Unit's Bargaining Committee, Leads Stewards shall receive an additional honorarium that is calculated as two hundred ten (210) hours at the TA rate (see Appendix F) payable at the end of every month in twelve equal installments.

F. EXECUTIVE COMMITTEE

- 1. The Executive Committee shall include all Officers, except the Chief Returning Officer, Lead Stewards, and Trustees.
- 2. A majority of the members of the Executive Committee shall constitute quorum for the transaction of business.
- 3. The Executive Committee shall meet, at a minimum once every two weeks or more often if the membership or the Executive Committee deems necessary, excluding statutory holidays and University closures. Meetings may be held in person or virtually.
- 4. 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 not to vote.
- 5. The Executive Committee shall take such actions and render such decisions as may be necessary fully to carry out the decisions and instructions of the membership of the Local. The Executive Committee shall enforce the *Constitution* of the Union and the Bylaws of the Local and the provisions of all agreements between the Employer and the employees, and shall coordinate Union-Local affairs.
- 6. The Executive Committee shall have the authority to set the dues charged to the members, upon approval by a majority of the votes cast in a referendum of the membership conducted in accordance with Article XVII (Referenda).
- 7. The Executive Committee shall be responsible for the handling and processing of all grievances and for the administration of the Collective Agreements.

8. The Executive Committee shall consider and may authorize recommendations of the Unit Membership regarding the timing of strike votes, the commencement of strike action, and the nature of strike action.
9. Each member of shall be responsible to, and shall conform to the deliberations of, the Executive Committee in the carrying out of their duties. Each member shall ensure that the Executive Committee is fully informed with regard to their activities. In the event that a member of the Executive Committee is unable to fulfill their duties, they shall ensure that another member or members of the Executive Committee take responsibility for their duties. Members of the Executive Committee shall not unreasonably refuse to take responsibility for carrying out these duties. The Executive Committee shall be notified in advance of any delegation of duties and shall approve extended, recurring, and irregular arrangements. The Executive Committee as a whole is responsible for the carrying out of all of the duties contained in Article IX.D. (Duties of Officers and Lead Stewards).
10. The Executive Committee shall negotiate and ratify all employment contracts and/or collective agreements between the Local and its Staff.
11. At the first Executive Committee meeting on or after 1 May, the Executive Committee shall appoint one (1) member of the Executive Committee (excluding the President, Secretary-Treasurer, or General Vice-President) to serve as the Local's Vice-Secretary-Treasurer until the end of their term of office as an Officer of the Local. The President, the Secretary-Treasurer, the General Vice-President, and the Vice-Secretary-Treasurer shall be the official signing officers for the Local. The Secretary-Treasurer and all other signing officers of the Local shall be bonded.
12. In addition to their Officer duties as listed above, the Vice-Secretary-Treasurer shall:
 - (1) Shadow the Secretary-Treasurer and learn to the best of their ability the day-to-day functions of the Secretary-Treasurer.
 - (2) Attend all Committee and Subcommittee meetings of which they are a member.
 - (3) Carry out the duties of the Secretary-Treasurer if the Secretary-Treasurer is absent or has resigned and provide support to the Secretary-Treasurer as requested.
 - (4) Receive an additional honorarium compensated at an amount that is calculated as one hundred and five (105) hours at the TA rate (see Appendix F) per year, payable at the end of their term, and proportionate to the actual time spent in office.
13. Should the Vice-Secretary-Treasurer resign before the end of their term of office as Vice-Secretary-Treasurer or Officer, the Executive Committee shall appoint a new Vice-Secretary-Treasurer at the next meeting of the Executive Committee.

14. The Executive Committee shall hold title to any real estate of the Local as trustees for the Local and shall be allowed to organize corporate or other instrumentalities to this end. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a Membership Meeting and having it approved.
15. In the event that a new Bargaining Unit is granted certification, the Executive Committee shall have the authority to establish, *pro tem*, such structures as may be appropriate and necessary for the purposes of this Unit's Collective Bargaining and shall bring Bylaw amendments regarding the new Unit to the next General Meeting for ratification by the membership.
16. Executive Committee members shall hold at least five (5) office hours per week in one of the Local's offices, during hours when the office is open.
17. Executive Committee members shall provide a written report and summary of their activities to the membership at the Annual General Meeting; additionally, they shall provide monthly reports at Executive Committee meetings.
18. Executive Committee members shall attend all Executive Committee, Local Council, and Membership Meetings; and shall attend Unit Council meetings as specified in the Bylaws, or when requested or necessary.
19. With the exception of properly scheduled Membership Meetings and urgent bargaining and strike preparation and action, Executive Committee members shall endeavour to take evenings, weekends, and statutory and public holidays off and may take vacation and personal time. They shall inform the rest of the Executive Committee and Staff of extended absences, and make suitable arrangements to ensure necessary work is carried out in the event of such an absence; they shall also communicate those arrangements to the rest of the Executive Committee and to Staff, as applicable.
20. Executive Committee members shall ensure that Staff and the Executive Committee are informed of extended absences at least five (5) business days prior to such an absence.
21. Grievance Subcommittee
 - a. The Grievance Subcommittee shall:
 - (1) Be composed of the Grievance Officer, the President (or designate), and the Lead Stewards, all of whom shall have vote;
 - (a) If a Unit doesn't have a Lead Steward, then the Vice-President who coordinates that Unit (or designate) shall attend and have vote; in such cases, the Vice-President shall have one (1) vote, even if they are covering multiple vacancies.
 - (b) Otherwise, Vice-Presidents may attend and have voice but not vote.
 - (2) Meet once every two (2) weeks, or as often as the membership of the Grievance Subcommittee deems necessary;
 - (3) Report to Grievance Subcommittee issues facing Unit members, advise and support one another in Unit organizing and inter-Unit activities;
 - (4) Organize grievances to ensure that the Employer complies with the Local's Collective Agreements and support future bargaining proposals;

- (5) Undertake departmental audits as per the Collective Agreements;
 - (6) Advise and assist the Grievance Officer in matters involving grievances and grievance strategy; and
 - (7) Make recommendations to the Executive Committee regarding arbitration of grievances and/or continued carriage of grievances.
- b. Discussion of grievance-related matters in the Grievance Subcommittee shall be *in camera*. For good and just reason, the Grievance Subcommittee may request the participation of others, such as appropriate Local Staff, Stewards, legal counsel, the National Representative(s) assigned by the Union to the Local, witnesses, etc.
 - c. Each member of the Grievance Subcommittee shall hold in strict confidence all information pertaining to any complaint or grievance. They shall reveal such information only to the Executive Committee, the National Representative(s) assigned by the Union to the Local, the Staff Representatives or Local legal counsel.
 - d. Should any member resign or fail to attend three (3) consecutive meetings or five (5) meetings in total of the Grievance Subcommittee in a year, without acceptable reason for their absence, their position as an Officer or Lead Steward of the Local shall be considered vacant.
22. Finance Subcommittee
- a. The terms and responsibilities of the Finance Subcommittee shall be determined by the Local's Policy Compendium and as directed by the Executive Committee, as appropriate.
 - b. The Finance Subcommittee shall be composed of the signing officers of the Local (Article IX.F.11).
 - c. The Finance Subcommittee shall be chaired by the Secretary-Treasurer.
 - d. Quorum shall be two (2) signing officers of the Local.
 - e. The Finance Subcommittee shall meet monthly, or as often as the Finance Subcommittee deems necessary.
 - f. All members of the Finance Subcommittee shall receive financial officer training.
23. Budget Subcommittee
- a. The Budget Subcommittee shall be responsible for preparing a recommended budget for the next financial year.
 - b. The Budget Subcommittee shall be composed of the Secretary-Treasurer, the President (or designate), one (1) representative selected by and from the Executive Committee, the General Vice-President, the Vice-Secretary-Treasurer, one (1) representative selected by and from the Lead Stewards, and three members representing at least two (2) Units, to be appointed by the Executive Committee after a call for applications.
 - c. The Secretary-Treasurer shall chair meetings of the Budget Subcommittee.
 - d. Meetings shall be open to all members of the Local in good standing. Members who so attend shall have the right to speak, but not to vote.

- e. The work of the Budget Subcommittee shall begin no later than 1 February of each fiscal year, and shall be concluded upon adoption of the budget by the membership at the Annual General Meeting.
 - f. Members of the Budget Subcommittee (excluding Executive Committee members) will be compensated at an amount that is calculated as eight point seven five (8.75) hours at the TA rate (see Appendix F) per year payable upon adoption of the budget at the Annual General Meeting.
24. Equity Subcommittee
- a. The Equity Subcommittee shall be tasked with advancing equity principles within union governance, union spaces, and the membership more broadly.
 - b. The Equity Subcommittee shall be composed of the President (or designate), the Equity Officer, one (1) representative per Local Equity Fund, and, if not already represented by any Local Equity Fund, one (1) representative from each of the following CUPE National recognized equity-seeking groups (LGBTQ+ members, Indigenous members, Black and racialized members, persons with disabilities, and women).
 - c. Equity Fund and CUPE National recognized equity-seeking group Representatives shall be appointed by the Executive Committee after a call for applications. The term of office for these representatives is from 1 September to 31 August the following year.
 - d. All members of the Equity Subcommittee shall receive training on conflict resolution, anti-oppression facilitation, and crisis management.
 - e. Members of the Equity Subcommittee (excluding Executive Committee members) will be compensated at an amount that is calculated as thirteen point one three (13.13) hours at the TA rate per year payable at the end of their term. The honorarium shall be prorated for service of less than one year.
25. Equity Fund Subcommittee
- a. Equity Funds are funds that require careful protections for anonymity due to the sensitive and personal nature of the information disclosed in fund applications. They include, but are not limited to, the Trans Fund, the Sexual and Domestic Violence Survivors Fund, Anti-Racism and Racialized Workers Fund, and the International Workers Legal Fund, and may expand to new funds.
 - b. The Equity Funds Subcommittee shall be composed of the Equity Officer, Secretary-Treasurer (or designate), the President (or designate), the Vice-Presidents of each Unit with Equity Funds, and two (2) members per Equity Fund (to represent the relevant constituencies) to be appointed by the Executive Committee after a call for applications.
 - c. The term of office for Equity Fund Representatives on the Equity Funds Subcommittee is from 1 September to 31 August the following year.
 - d. The Equity Officer shall chair meetings of the Equity Funds Subcommittee and shall also:

- (1) Be the sole Officer and member of the Local with access to Equity Fund applications;
 - (2) Protect the anonymity of applicants in so much as possible within the Bylaws and financial responsibilities of the Local; and
 - (3) Be the main contact for all communications with applicants.
 - e. Meetings of the Equity Funds Subcommittee shall be closed. The Equity Officer shall present an anonymized summary of fund applications to other members of the Equity Funds Subcommittee, and together shall make decisions on the basis of that information.
 - f. The Equity Funds Subcommittee shall meet monthly, or as often as necessary to consider fund applications in a timely fashion.
 - g. Members of the Equity Funds Subcommittee (excluding Executive Committee members) will be compensated at an amount that is calculated as thirteen point one three (13.13) hours at the TA rate per year payable at the end of their term. The honorarium shall be prorated for service of less than one year.
26. Employee and Dependent Hardship Fund (EDHF) Subcommittee
- a. The EDHF Subcommittee shall be composed of the Secretary-Treasurer (or designate), the President (or designate), the Second Vice-President, and up to four (4) members from Unit 3 to be appointed by the Executive Committee after a call for applications.
 - b. The term of office for Member representatives on the EDHF Subcommittee is from 1 September to 31 August the following year.
 - c. The Secretary-Treasurer shall chair meetings of the EDHF Subcommittee and shall also:
 - (1) Be the sole Officer and member of the Local with access to EDHF applications;
 - (2) Protect the anonymity of applicants in so much as possible within the Bylaws and financial responsibilities of the Local; and
 - (3) Be main contact for all communications with applicants.
 - d. Meetings of the EDHF Subcommittee shall be closed. The Secretary-Treasurer shall present an anonymized summary of fund applications to other members of the EDHF Subcommittee, and together shall make decisions on the basis of that information.
 - e. The EDHF Subcommittee shall meet monthly, or as often as necessary to consider fund applications in a timely fashion.
 - f. Members of the EDHF Subcommittee (excluding Executive Committee members) will be compensated at an amount that is calculated as thirteen point one three (13.13) hours at the TA rate per year payable at the end of their term. The honorarium shall be prorated for service of less than one year.

G. EXECUTIVE HONORARIA

- 1. Members of the Executive Committee shall either elect to be booked off or receive an honorarium. Regardless, they will be compensated at an amount that is calculated as

five hundred sixty (560) hours at the TA rate (see Appendix F) including four (4) per cent vacation pay. Executive members who serve on Local bargaining committees shall be entitled to the same honorarium or per diem as other members of the Local who so serve.

2. The President, the Secretary-Treasurer, and the General Vice-President shall receive additional compensation either in the form of a book off or an honorarium. Regardless, they will be further compensated at an amount that is calculated as four hundred twenty (420) hours at the TA rate (as specified in the Unit 1 Collective Agreement), including four (4) per cent vacation pay. The President, Secretary-Treasurer, and General Vice-President shall perform at least twenty (20) hours of Local work per week and are discouraged from taking on additional Bargaining Unit work.
3. All honoraria shall be paid in equal monthly instalments over each Officer's term of office. Where a member of the Executive Committee does not, for any reason, serve their entire term of office they shall only receive honorarium proportionate to the actual time spent in office.

ARTICLE X: NOMINATIONS, ELECTION AND INSTALLATION OF OFFICERS AND LEAD STEWARDS

A. CHIEF RETURNING OFFICER

1. The Chief Returning Officer (CRO) is responsible for the execution of free and fair elections for Officers and Lead Stewards; for all referenda votes, including Strike and Ratification Votes; and for the election of the next CRO.
2. The CRO is not responsible for Steward and Bargaining Committee elections.
3. The CRO must follow the Nominations and Elections procedures listed in Article X.C. (Nominations) and Article X.D. (Election of Officers and Lead Stewards), and uphold the rules outlined in Appendix B (Elections Code). This shall include incident and complaint investigation and reporting back to membership at the General Meeting following an election of: the number of accusations; the number of founded incidents and the candidate they were against; and the number of disqualifications and the candidates who were disqualified, complainants, and the category of violation.
4. The CRO may seek support from Staff as required to carry out their duties.
5. The CRO shall open nominations for Officers and Lead Stewards on 15 February. They shall communicate by way of an email and notice in the Local's Newsletter: the method of making nominations and the positions available; a brief description of the duties, responsibilities, commitment, and compensation for each role; and indicate the section of the Bylaws where further information is located. The CRO shall also flag the "Conflict of Interest Declaration". If possible, this should also be communicated in the General Meeting prior to the nomination meeting,
6. The CRO shall have the authority to enforce the election guidelines in Appendix B (Elections Code) in order to ensure that elections conform to good electoral practice; in particular, ethical campaign standards shall be adhered to and no member's electronic vote should be identifiable.

7. The CRO will be compensated at an amount that is calculated as thirty-five (35) hours at the TA rate (as specified in the Unit 1 Collective Agreement) per year payable upon submission of their CRO report at the end of his/her term in office. The honorarium shall be prorated for service of less than one year

B. NOMINATIONS

1. Nominations for Officers and Lead Stewards shall be open as of 15 February of any year.
2. Members eligible for nomination shall:
 - a. Be members in good standing.
3. Any member in good standing shall have the right to nominate or second any other eligible member in good standing for any position. For clarity, a member may neither nominate, nor second themselves. The CRO shall neither be eligible to nominate nor second a candidate for any position in an election they supervise.
4. Any eligible member in good standing shall have the right to run for any position with the following exceptions:
 - a. No member may stand as a Trustee who served on the Executive Committee in the fiscal year(s) to be reviewed;
 - b. No CRO may stand for election in an election they supervise;
 - c. No member may stand as a Vice-President who is not a member of one of the Units they coordinate;
 - d. No member may stand as a Lead Steward who is not a member of the Unit; and
 - e. No member may stand for more than one (1) position at a time with the exception of a Unit-specific Vice-President and Lead Steward.
5. A completed Nomination Form as provided by the Local that contains a total of 10 signatures of members of the Local in good standing must be submitted to the CRO to be considered for office.
6. Completed Nomination Forms must be submitted to the CRO in electronic or physical copy at least seven (7) days prior to the scheduled start of the Membership Meeting.
7. Nominations shall close seven (7) days prior to the scheduled start of the Membership Meeting.
8. Unless the member has requested to be excused from the meeting (as per Article X.B.3) or has accepted their nomination in writing prior to the Membership Meeting, nominees must be in attendance at the meeting to accept their nomination.
9. The CRO shall follow these procedures for nomination at the Annual General Meeting:
 - a. At the Annual General Meeting, the CRO shall advise the members present of the positions to be filled and what the roles entail: the CRO should in brief explain the duties, responsibilities, commitment, and compensation, for each role and indicate the section of the bylaws where further information may be located. The CRO shall also flag the "Conflict of Interest Declaration" outlined in Appendix B (Elections Code).

- b. The CRO shall then advise the members present of the members nominated (if any) for those positions.
 - c. Following the order written in Article IX.D. (Duties of Officers and Lead Stewards) in ascending and numerical order, the CRO shall then confirm that the nominee accepts the nomination. No nominee may accept more than one (1) nomination with the exception of Unit-Specific Vice-President and Lead Steward.
 - 10. Once a nomination is accepted, the nominee becomes an electoral candidate.
 - 11. Candidates elected in a Unit-Specific Vice-President election who also accepted nominations for Lead Steward will be disqualified as candidate in the subsequent Lead Steward elections, by virtue of already holding an elected position.
- C. ELECTION OF OFFICERS AND LEAD STEWARDS
- 1. Election of Chief Returning Officer
 - a. At the General Meeting prior to the Annual General Meeting, the membership shall elect by secret vote at the meeting a CRO.
 - b. The CRO shall not stand for re-election.
 - 2. Election of Other Officers and Lead Stewards
 - a. Nomination of Officers and Lead Stewards shall close seven (7) days prior to the scheduled start of the Membership Meeting, and take place as provided below.
 - b. Where more than one nomination is received, an election for that position shall be conducted according to the provisions laid out in this section.
 - c. Candidates for office shall ensure that their campaigns are conducted legally and ethically.
 - d. Each candidate shall be entitled to equal campaign communications to the membership, including a candidate's statement, posted on the Local's website and sent by email from the CRO.
 - e. Voting shall be completed by the fifteenth (15) calendar day following the Annual General Meeting. All members in good standing can vote in Officer elections.
 - f. Voting for Lead Steward positions shall be completed by the fifteenth (15) calendar day following the completion of the vote for Officer positions. All members in good standing in a Unit can vote in the election for Lead Steward for their Unit.
 - g. Voting shall always be conducted through secure, secret electronic systems.
 - h. Each candidate shall be entitled to one (1) scrutineer.
 - i. The scrutineers for each election shall consist of two (2) Staff members and all relevant named scrutineers.
 - j. The candidate receiving a plurality of votes cast shall be declared elected.
 - k. All candidates shall be informed of the outcome of the election before the general membership.
 - l. No candidate may be elected to any more than one (1) position.
 - m. When two (2) or more nominees are to be elected to any office, each member voting will be required to vote for the full number of candidates to be elected.

- n. Where positions remain unfilled subsequent to the Annual General Meeting they shall be filled, when possible, in accordance with Article X.E. (Vacancies).

D. TERM OF OFFICE

1. The term of office for all Officers, except the CRO and Trustees, is 1 May of the year in which their election takes place (see Article X.C.) to 30 April of the following year. Where such election does not take place before 30 April, all members of the Executive Committee shall continue in office until such time as an election is held. Where a position on the Executive Committee is vacant, an election shall be held at the General Meeting subsequent to the position's being vacated.
2. The term of office for all Trustees is 1 May of the year in which their election takes place (see Article X.C.) to 30 April of the third year following. Each year the Local shall elect one Trustee for a three-year period unless a Trustee's position is vacant, in which case a by-election shall be held at the General Meeting subsequent to the position(s) being vacated. Where such election does not take place before 30 April, a Trustee shall continue in office until such time as an election is held, provided that in so doing, the term of office of said Trustee does not exceed three (3) years. For clarity, a Trustee who has completed their term may run for re-election.
3. The term of office for the CRO is from the time of their election to the time of the General Meeting prior to the Annual General Meeting; at that General Meeting a new CRO will be elected. A new CRO must be elected for nominations for the next year's Officers and Lead Stewards to close at the Annual General Meeting.
4. The term of office for all Lead Stewards is 1 May of the year in which their election takes place (see Article X.C.), or the date of their election, whichever is later, to 30 April 30 of the following year. Where such election does not take place before 30 April, all Lead Stewards shall continue in their position until such time as an election is held. Where a Lead Steward position is vacant, an election shall be held at the Unit Meeting subsequent to the position's being vacated.

E. VACANCIES

1. Should any member of the Executive Committee resign or fail to attend three (3) consecutive meetings of the Executive Committee or three (3) consecutive meetings of the membership without acceptable reason for their absence (as determined by the President), the Executive Committee shall declare their position to be vacant, and it shall be filled at the next General Meeting in the manner outlined in Article X.B. (Nominations) and Article X.C. (Election Of Officers And Lead Stewards).
2. The Executive Committee may appoint a member in good standing to fill a vacant position *pro tem* until such time as a General Meeting can be called.
3. Should any Trustee, the Equity Officer or the Chief Returning Officer resign or fail to attend three (3) consecutive Membership Meetings without good and sufficient reason for their absence (as determined by the President), the Executive Committee shall declare the position vacant, and it shall be filled at the next General Meeting in the manner outlined in Article X.B. (Nominations) and Article X.C. (Election Of Officers And Lead Stewards).

4. Should any Lead Steward resign or fail to attend three (3) consecutive Unit Council, three (3) consecutive Local Council, or three (3) consecutive Membership Meetings without good and sufficient reason for their absence (as determined by the President), the Executive Committee shall declare the position vacant, and it shall be filled at the next Unit Meeting in the manner outlined in Article X.B. (Nominations) and Article X.C. (Election of Officers and Lead Stewards)

F. RECALL

1. Any member of the Executive Committee, Lead Steward or Trustee may be subjected at any time to review of their performance at a General Meeting.
2. Notice that such a review will take place shall be included in any notice for the General Meeting at which it will occur.
3. Following such a review, the members present may vote to remove the member of the Executive Committee, Lead Steward the Trustee from office.
4. A majority of two-thirds (2/3) of votes cast in favour of removal is required to remove any member of the Executive Committee, Lead Steward or Trustee.
5. The Executive Committee shall call a General Meeting within fifteen (15) working days to review the performance of member of the Executive Committee, Lead Steward or Trustee upon receipt of a valid petition requesting a review which contains the signatures of no fewer than fifteen (15) per cent of the members in good standing.
6. Such a petition must contain the name, department of work, email address and signature of each signatory.
7. No more than twenty-five (25) per cent of the signatories may be from any one department of work.
8. Upon voting two-thirds (2/3) in favour, the Executive Committee may call a General Meeting to review the performance of a member of the Executive Committee, Lead Steward or Trustee. The Executive Committee may at the same time, in addition, suspend a member of the Executive Committee from their duties until the General Meeting. Such a General Meeting shall be called as soon as possible and, in any event, no later than fifteen (15) working days after the decision to suspend the member.
9. At any meeting in which their performance is under review, the affected member of the Executive Committee, Lead Steward or Trustee shall at all times have the right to speak on their behalf.
10. When a member of the Executive Committee, Lead Steward or Trustee is removed in accordance with this Article, Article X.E. (Vacancies) shall apply.

ARTICLE XI: UNIT GOVERNANCE

A. UNIT LEADERSHIP

1. Units are directly led by the respective Lead Steward working in conjunction with the Vice-President that coordinates the Unit; or, where these Bylaws do not provide for a Lead Steward, by the respective Vice-President working in conjunction with the Stewards for the Unit.

2. Unit leadership works alongside and in conjunction with other Local leadership (the Executive Committee, Local Council, and Bargaining Committee), and shall receive direction from the Executive Committee, where appropriate.
- B. UNIT MEETINGS
1. Unit meetings are to be organized and governed by Article VII.C. (Unit Meetings).
- C. UNIT COUNCIL
1. Unit Councils shall:
 - a. Be chaired by their Lead Steward with the support of the Vice-President for the Unit.
 - b. Be the meeting space for all Stewards in the Unit.
 - c. Select a volunteer minute-taker to record attendance and author a correct, full, and impartial account of the proceedings of the Council and submit any records to the Communications and Recording Secretary and other appropriate Officers and Staff.
 - d. With the Lead Steward and Vice-President for the Unit, coordinate and directly support Steward activities at the department, workplace, and Unit levels in coordination with the Executive Committee, Bargaining Committee, Local Council's Strategic Plan, or that speak to Article III (Objectives). This may include holding orientations and information sessions.
 - e. Promote and coordinate regular two-way conversations with the membership; support Stewards with grievances and workplace problem-solving; build workplace solidarity; and organize high participation in Unit decision-making (e.g., by recruiting Stewards) in the lead-up to and during the collective bargaining process, including coordinating strike-building.
 - f. Consider striking subcommittees, which may include rank-and-file members, to take the lead and/or work with the Lead Steward on implementing specific action (e.g., for mobilizing and organizing).
 - g. Be subject to direction from the membership and the constraints of the budget.
 - h. Meet monthly and as often as the membership or the Unit Council deems necessary. Where any twenty (20) per cent of the voting members request in writing that the Lead Steward or Vice-President call a Unit Council meeting, or where the Executive Committee directs the Lead Steward or Vice-President to call a Unit Council meeting, the Lead Steward shall call such a meeting within ten (10) days of receipt of the request.
 - i. Follow the same notice requirements outlined in Article VII.D. (Notice)
 - j. Be open to all Officers, Lead Stewards, Staff, and members of the Unit in good standing, who shall have the right to speak, but not to vote unless otherwise specified.
 - k. Build a credible threat of a strike by, nine (9) months prior to the expiration of the Collective Agreement:
 - (1) Serving as the Bargaining Support Committee in the lead-up to and during bargaining and become the Strike Committee during conciliation and strike action; or

- (2) If the Unit has more than three thousand (3,000) bargaining-unit members, electing a subcommittee of a minimum of eight (8) Stewards or, if applicable, Divisional Stewards, chaired by the Lead Steward, to serve as the Bargaining Support Committee in the lead-up to and during bargaining and become the Strike Committee during conciliation and strike action.
2. The voting membership for Unit Councils shall be all elected Stewards in the Unit, the Lead Steward, the Vice-President for the Unit, and the President.
3. Quorum for Unit Councils shall be fifty (50) per cent of their voting membership.

D. STEWARDS

1. In Units primarily representing student-workers, members in each employing department shall be entitled to one (1) Steward for every fifty (50) bargaining-unit members, or fraction thereof, employed in the department.
2. In all other Units, members shall be entitled to one (1) Steward for every fifty (50) bargaining-unit members; where possible, such Stewards shall come from different occupational groups but represent the entire Unit. Stewards in these Units may cover multiple departments or academic divisions as defined by the University of Toronto (Division 1, Humanities departments; Division 2, Social Sciences departments; Division 3, Physical Sciences departments; Division 4, Life Sciences departments; and Division 5, Independent colleges, School of Continuing Studies, Services for Disabled Students, and other departments), or, subject to approval by the Unit Council or the Executive Committee, other constituencies that are appropriate to the bargaining Unit in question.
3. If a Unit has fifty (50) bargaining-unit members or less, members in that Unit shall be entitled to two (2) Stewards; where possible, such Stewards shall come from different occupational groups but represent the entire Unit.
4. Stewards shall:
 - a. Recruit and organize members in their departments and Units, as applicable;
 - b. Act as representatives of the Local in meetings with their departments and Units, as applicable;
 - c. Within the Local, represent the members in their departments and Units, as applicable;
 - d. Serve as the liaison between the members they represent and the Local, primarily by way of the Unit Council and Lead Steward;
 - e. Advise the members of their departments and Units, as applicable, with regard to matters involving the Collective Agreement, fund disbursement, and health benefits; and relay information regarding available training and education, political action opportunities, etc.
 - f. Where appropriate, process the grievances of the members in their departments and Units, as applicable, and represent their members in grievance meetings.
 - g. Attend Local meetings, including General Meetings, Unit Meetings of the Unit they represent and be responsible for organizing the attendance of members in their departments and Units, as applicable, at General and Unit Meetings.

- h. Attend monthly Unit Council meetings for the Unit they represent. Work in a rotation to jointly ensure that all meetings of Unit Council are accurately minuted.
- i. In the event of strike action, serve as picket captains.
- j. Endeavour to identify candidates for Steward and other Local positions in their workplace, including but not limited to filling Steward vacancies and soon-to-be vacancies.
- k. Outgoing Stewards shall transfer notes and other materials as appropriate and respectful of member privacy and confidence and pass on a newly written or revised manual.
- l. Each Steward will be compensated at an amount that is calculated as seventeen point five (17.5) hours at the TA rate (see Appendix F) payable at the end of their term (i.e., after 31 January each year, prorated if they held the position for only part of the term).

5. Steward Elections

- a. The members in good standing in each department and Unit, as applicable, shall elect their Steward(s) by secret electronic vote or by show of hands in a meeting in January of each year, or as soon thereafter as possible. Elections shall be run by the Vice-President for the Unit.
 - b. To stand for election, a prospective Steward must be a member in good standing of the employing department or Unit, as applicable.
 - c. The term of office for each Steward shall be from the day of election until 31 January of the following calendar year.
 - d. Members of the Executive Committee shall not be eligible to concurrently serve as a Steward. Notwithstanding the foregoing, a Steward who is subsequently elected or appointed to the Executive Committee may serve out the remainder of their term as Steward.
6. If a Steward fails to attend three (3) consecutive or five (5) total Unit Councils without good and sufficient reason, their position shall be declared vacant.
7. Where, for any reason, a Steward listed under Article XI.D. (Stewards) is not elected, the Executive Committee may appoint a member in good standing to fill vacated positions *pro tem* until such time as an election can be held.
8. Each Steward shall, upon successful completion of Local-organized Steward training, be entitled to reimbursement for up to \$500 per fiscal year for the purpose of member mobilization activities (e.g., food and drink, space or equipment rental, transit to actions and events, etc.). Stewards are required to submit an attendance list, and proof of event/meeting notice and receipts or other supporting documentation as appropriate.

E. DIVISIONAL STEWARDS

- 1. In Units with more than one thousand five hundred (1,500) members, Unit Councils shall elect at the first Unit Council after the Annual General Meeting up to five (5) Divisional Stewards.

2. Divisional Steward may cover multiple departments or academic divisions as defined by the University of Toronto (Division 1, Humanities departments; Division 2, Social Sciences departments; Division 3, Physical Sciences departments; Division 4, Life Sciences departments; and Division 5, Independent colleges, School of Continuing Studies, Services for Disabled Students, and other departments), or, subject to approval by the Unit Council or the Executive Committee, other constituencies that are appropriate to the bargaining Unit in question.
3. It is not required that a member be a Steward in order to be elected as a Divisional Steward. A member may hold both offices of Steward and Divisional Steward. Divisional Stewards shall:
 - a. Assist their Lead Steward in the carrying out of their duties;
 - b. Recruit stewards in department and worksites without steward representation;
 - c. Actively work to assist stewards in their respective constituencies or divisions; and
 - d. Support the Lead Steward and Vice-President in conducting orientation and information sessions for members.
4. The term of office for Divisions Stewards is 1 May of the year in which their election takes place to 30 April of the following year.
5. Be entitled to an honorarium at an amount that is calculated as seventeen point five (17.5) hours at the TA rate (see Appendix F) payable at the end of their term (i.e., after 30 April each year, prorated if they held the position for only part of the term).

ARTICLE XII: HEALTH AND SAFETY

A. JOINT HEALTH AND SAFETY COMMITTEE (JHSC) COUNCIL

1. The JHSC Council shall:
 - a. Be the meeting space for all Local JHSC Worker Representatives who have been appointed by the Executive Committee to a JHSC with the Employer;
 - b. Be chaired by the Health and Safety Officer with the support of the President;
 - c. Select a volunteer minute-taker to record attendance and author a correct, full, and impartial account of the proceedings of the Committee and submit any records to the Communications and Recording Secretary and other appropriate Officers and Staff;
 - d. With the Health and Safety Officer, and in coordination with the Local Council's Strategic Plan and that speak to Article III (Objectives), coordinate a JHSC strategy to empower Local JHSC Worker Representatives to assert their rights as per the *OHS*A on their committees, make recommendations, request information, and fight for a nuanced understanding of health and safety in the workplace;
 - e. Meet monthly, or as often as the JHSC Council deems necessary;
 - f. Follow the same notice requirements outlined in Article VII.D. (Notice); and
 - g. Be open to all Officers, Lead Stewards, and Staff, who shall have the right to speak, but not to vote unless otherwise specified.

2. The voting membership for JHSC Council shall be all Local JHSC Worker Representatives, the Health and Safety Officer, and the President (or designate).
3. Quorum for JHSC Councils shall be ten (10) voting members.
4. LOCAL JHSC WORKER REPRESENTATIVES
 - a. Local JHSC Worker Representatives shall:
 - (1) Be members in good standing of the Local;
 - (2) Act as representatives of the Local in Joint Health and Safety Committee meetings;
 - (3) Actively advocate for better health and safety measures at JHSC meetings and during workplace inspections by:
 - (a) Asking questions
 - (b) Seeking out information about hazards
 - (c) Insisting that the Employer share all information needed for the JHSC to participate in keeping the workplace healthy and safe
 - (d) Making formal recommendations to improve information-sharing and health and safety measures, and
 - (e) Reminding the JHSC of its and the Employer's obligations under the *OHSA*.
 - (4) Provide reports on health and safety concerns and ongoing or egregious *OHSA* compliance issues to the Local by way of the Health and Safety Officer;
 - (5) Attend and participate in the Local's JHSC Worker Rep training and the Local's JHSC Council meetings and work in a rotation to jointly ensure that all meetings of JHSC Council are accurately minuted;
 - (6) Attend and participate in JHSC meetings and inspections in their workplaces;
 - (7) Attend Local meetings, including General Meetings and Unit Meetings;
 - (8) As outgoing JHSC Worker Reps, transfer notes and other materials as appropriate and pass on a newly written or revised manual to the Health and Safety Officer, who shall then pass it on to their successor; and
 - (9) Be appointed by the Executive Committee of the Local, with terms of office from the day of appointment until 31 January of the next calendar year.
 - b. If a JHSC Worker Representative fails to attend three (3) consecutive JHSC Council meetings without good and sufficient reason, their position shall be declared vacant.
 - c. Each JHSC Worker Rep will be compensated at an amount that is calculated as 8.75 (eight point seventy-five) hours at the TA rate payable at the end of their term (i.e., after 31 January each year, prorated if they held the position for only part of the term).

ARTICLE XIII: LOCAL CAUCUSES

- A. Local Caucuses shall represent, organize, and create space for specific groups of workers within the Local; create tools and resources to address issues that the Caucus represents; and identify and propose projects or actions that the Caucus and other bodies of the Local may initiate.
- B. Local Caucuses may be struck that work to advance Article III (Objectives) of these Bylaws.
- C. To activate a Local Caucus, a member shall bring a motion to a General Meeting and receive a majority of votes cast in favour. The member who moved the motion shall be charged with organizing the first meeting of said Local Caucus within sixty (60) days and is entitled to assistance from the Executive Committee and Staff. If the meeting is not held within sixty (60) days, a new motion may be brought to the following General Meeting.
- D. In order for a Local Caucus to continue year-over-year operation, a motion to renew the Local Caucus shall be brought to the Annual General Meeting and receive a simple majority of votes cast in favour. The member who moved the motion shall be charged with organizing the first meeting of said Local Caucus within sixty (60) days and is entitled to assistance from the Executive Committee and Staff. If the meeting is not held within sixty (60) days, a new motion may be brought to the following General Meeting.
- E. LOCAL CAUCUS CHAIRS.
 - 1. Each Local Caucus shall elect its Local Caucus Chair by a plurality vote at its first meeting of every fiscal year.
 - 2. No Executive Committee member or Lead Steward shall concurrently serve as Local Caucus Chair and no Local Caucus Chair shall also serve as Chair of another Caucus.
 - 3. The Local Caucus Chair shall:
 - a. Be responsible for the smooth running of the Caucus;
 - b. Be a member of Local Council;
 - c. Endeavour to work with the Local Caucus towards Article III (Objectives) of these Bylaws and the Strategic Plan of Local Council;
 - d. Organize at least two events in each of the Fall and Winter semesters, and at least one event in the Summer semester;
 - e. Liaise with the General Vice-President;
 - f. Report on Local Caucus business at the Annual General Meeting;
 - g. Seek Local funds on behalf of the Caucus, using the established process (detailed below); and
 - h. Arrange for minutes to be authored that provide a correct, full, and impartial account of the proceedings, including attendance, and make such records available timely to the Executive Committee.
 - 4. Upon successfully completion of the duties above, Local Caucus Chairs will be compensated at an amount that is calculated as seventeen point five (17.5) hours at the TA rate (see Appendix F) payable at the end of their term (i.e., the end of the Local's fiscal year). The honorarium shall be prorated for service of less than one year.
- F. Meetings of Local Caucuses shall be open to all members in good standing and notice of such meetings shall follow the same notice requirements outlined in Article VII.D. (Notice).

- G. Quorum for any Local Caucus meeting is six (6) members in good standing.
- H. The Executive Committee shall make available the Local's administrative resources where possible to each Local Caucus (e.g., office space, teleconference services, email lists, etc.).
- I. Each Local Caucus shall be entitled to a minimum of \$2,500 per fiscal year for the purpose of fulfilling its mandate. Such funds may be accessed using the established process, which shall include first passing a motion to spend Caucus funds by majority at a quorate Caucus meeting, and then including minutes from that meeting in the application for funds.

ARTICLE XIV: COMMITTEES

- A. In addition to any Committees established by these Bylaws, the Executive Committee, Unit Council, or membership may strike such Committees as are considered appropriate for the needs and purposes of the Local.
- B. At the time any Committee is struck, the body striking the Committee shall determine the mandate, the requirements for membership, and the duration of activity of the Committee.
- C. Unless otherwise set out at the time a Committee is struck, the Committee shall make its report and recommendations to the body which strikes it.
- D. Unless otherwise provided by these Bylaws, all Committees of the Local shall be responsible for electing their own chairs and maintaining adequate records of their deliberations. For this purpose, Committees shall select a volunteer minute-taker to record attendance and author a correct, full, and impartial account of the proceedings of the Committee and submit any records to the Communications and Recording Secretary and other appropriate Officers and Staff.

ARTICLE XV: ANNUAL FOUNDING COMMEMORATION

- A. The Local shall commemorate the day that the Local ratified its first Collective Agreement: 28 March 1976.
- B. On 28 March, Members are encouraged to greet other members within and without the workplace with the greeting: "Solidarity forever!"

ARTICLE XVI: DUES AND ASSESSMENTS

- A. DUES
 - 1. Each member of the Local shall pay such union dues as are determined from time to time by the Executive Committee, and approved by the membership in properly constituted referenda conducted in accordance with Article XVII (Referenda), except as provided in Article XVIII.F.6. (Amounts to be Deposited to the Local Defence and Strike Fund).
 - 2. The current membership-approved dues rate, exclusive of any increases mandated by Article XVIII.F.6. (Amounts to be Deposited to the Local Defence and Strike Fund) these Bylaws, shall be set out in Appendix A.
- B. ASSESSMENTS

1. Each member shall pay, in addition to dues, any special assessment as determined by the Local from time to time when special circumstances warrant as provided for in the Union *Constitution*.
2. Where the Executive believes a special assessment is required, it shall give its reasons to, and obtain approval from, a general meeting called for that purpose.
3. The monies obtained from such assessment shall be used only for the purpose(s) of the assessment, except that any surplus shall be allocated to the Local Defence and Strike Fund.
4. No assessment of any kind shall be imposed on the members of the Local unless such assessment has been approved by a two-thirds (2/3) 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.
5. Notice in writing shall be given to each member in good standing of such a meeting in accordance with the notice requirements outlined in Article VII.D. (Notice).

ARTICLE XVII: REFERENDA

- A. All referenda shall be conducted by the CRO.
- B. Where these Bylaws require that any decision be made by a referendum of the membership, or where the membership votes at a duly constituted General Meeting to submit a decision to referendum, the wording of the referendum question shall first be approved at the General Meeting.
- C. After the membership has voted to send a decision to referendum, notice of the referendum shall be sent to the general or Unit membership, as the case may be, not later than seven (7) days prior to the beginning of voting. Notice shall include the question to be decided, the polling places, and the date(s) and time(s) of polling.
- D. Unless otherwise specified in these Bylaws, voting shall be completed by three (3) calendar days after the beginning of voting.
- E. Voting shall always be conducted through secure, secret electronic systems.
- F. Unless otherwise specified in these Bylaws, a majority of the votes cast shall decide any referendum question.

ARTICLE XVIII: NEGOTIATION OF COLLECTIVE AGREEMENTS

- A. BARGAINING COMMITTEES
 1. Composition of Committees:
 - a. The President (or designate) and the Vice-President responsible for the given Unit (or designate) shall be ex-officio members of Unit Bargaining Committees with voice and vote.
 - b. In addition, the National Representative assigned by the Union to the Local shall be a non-voting member of the Committee.

2. For Units with less than five-hundred (500) members, the Bargaining Committee shall also include three (3) members elected by and from the Unit in question, representing different occupational groups where possible. For Units with five-hundred (500) or more members, the Bargaining Committee shall also include five (5) members elected by and from the Unit in question, representing different occupational groups where possible.
3. In order to be elected to a Bargaining Committee of the Local, a member must be a member in good standing of the Unit.
4. The elected members shall be elected at a Unit meeting no earlier than nine (9) calendar months before the expiration of any Collective Agreement.
5. Bargaining Committee members may be recalled in the manner set out in Article X.F., with “Bargaining Committee” substituted for “Executive Committee” and with “Unit Meeting” substituted for “General Meeting”, except with regard to Article X.F.8. For the purpose of implementation of this Article, where the Bargaining Committee votes by a two-thirds (2/3) majority of votes cast to request that the Executive Committee call a Unit Meeting to consider the recall of a member of the Bargaining Committee, the Executive Committee shall do so within fifteen (15) working days.
6. Should any Bargaining Committee member resign or fail to attend three (3) consecutive meetings of the Bargaining Committee or (3) consecutive Unit Meetings, or five (5) meetings in total in a year, without acceptable reason for their absence, the Bargaining Committee shall declare their position to be vacant, and it shall be filled at the next Unit Meeting.
7. The Bargaining Committees shall:
 - a. Be chaired by the Vice-President of the bargaining unit. The Vice-President of the bargaining unit may appoint another voting member of the Bargaining Committee to serve as chair.
 - b. Following the direction of the Unit Council, develop and present bargaining proposals that work towards Article III (Objectives) of these Bylaws to the Unit membership for approval;
 - c. Elect a Co-Lead Negotiator who shall join Local Council for the duration of the bargaining and Collective Agreement implementation process;
 - d. Be responsible for bargaining with representatives of the Employer;
 - e. Make recommendations to the Executive Committee regarding application for conciliation and mediation, the timing of strike votes, and the nature of strike action;
 - f. Propose a plan for the implementation of new Collective Agreement provisions and liaise with the Employer to said end. Such work might include determining eligibility criterion and disbursement targets of new funds and benefits, updating materials to reflect new benefits and/or language changes, and advertising new benefits and/or language provisions to members of the Unit; and
 - g. Report regularly to the Unit membership, Unit Council and to the Executive.

8. Bargaining Committees shall dissolve upon adoption of a Collective Agreement Implementation report submitted to a Unit Meeting following the ratification of a Collective Agreement.
9. Voting members of Bargaining Committees will be compensated annually at an amount that is equivalent to seventy (70) hours at the TA rate (as specified in the Unit 1 Collective Agreement). The honorarium shall be prorated for service of less than one year and paid at the end of the month in twelve equal installments.

B. RATIFICATION

1. In the event that the Bargaining Committee accepts a Collective Agreement, it shall be presented to the Unit membership for ratification in a referendum conducted in accordance with the provisions of Article XVII herein. The referendum question shall be "Shall the Memorandum of Agreement be ratified?" The conduct of any ratification vote shall conform to all relevant legislation.
2. Before subjecting a Collective Agreement to a ratification vote as per Article XVII.B.1., the decision to hold a ratification vote shall first be approved at a Membership Meeting by a majority of votes cast by secret vote.
3. Any Collective Agreement entered into on behalf of the Local shall be signed by the President, by the respective Vice-President, and by the Secretary-Treasurer.

C. STRIKE VOTES

1. Notice
 - a. Where the Executive Committee decides to conduct a strike vote, a Unit Meeting shall be called and notice shall be sent in accordance with Article VII.D. (Notice). Such notice shall include a statement from the Executive Committee motivating the strike vote.
 - b. The Unit Meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.
2. Polls
 - a. At least two scrutineers shall be elected at the meeting to assist the CRO.
 - b. Upon adjournment of the meeting, the polls shall open and voting shall begin by secure, secret electronic systems. Unless approved otherwise stated, polls shall remain open for either twenty-four (24) hours or until 17:00 Toronto time, whichever is longer.
 - c. A majority of votes cast shall decide the strike vote.
 - d. The decision shall be communicated to the membership within one (1) day of the conclusion of the vote.
 - e. The conduct of any strike vote shall conform to all relevant legislation.

D. STRIKES

1. Where the decision to commence strike action has duly been made in accordance with the manner herein prescribed, and so ordered, every member shall endeavour to support the strike.
2. For clarity, the manner herein prescribed is as follows:

- a. The Bargaining Committee recommends to the Executive Committee that a strike vote is held and when, and that bargaining move through Conciliation and Mediation to strike action if necessary.
 - b. The Executive Committee considers and may authorize the recommendations of the Bargaining Committee.
 - c. If the Executive Committee decides to hold a strike vote, a Unit Meeting shall first be called and notice for that meeting will include a statement from the Executive Committee motivating the strike vote.
 - d. If a strike vote is held and members vote in favour of strike action, the Executive Committee has the authority to call a strike if necessary.
 - e. The Bargaining Support Committee, Bargaining Committee, and Executive Committee create high-participation opportunities for Unit members and solidarity opportunities for other members to build a credible strike threat.
3. Every member shall conform with the Strike Policy of the Local.
 4. Every member shall comply with the directions and/or instructions issued by the Executive Committee and the Strike Committee during the period of the strike.
 5. Every member shall at all times act in accordance with the law, and shall perform no illegal act in person or in concert during the period of the strike.
 6. The Local Strike Policy shall be available at all times in the Local office, and shall, at an appropriate time before commencing a strike, be distributed widely among the membership.

E. AMENDMENTS

1. Changes to the Strike Policy shall only be made in the manner set out for changes to these Bylaws in Article XX (Amendments to these Bylaws).

F. LOCAL DEFENCE AND STRIKE FUND

1. A Local Defence and Strike Fund, composed of an amount generated from a set percentage of members' salaries, as set out in this Article, 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.
2. The Executive Committee shall be responsible for monitoring the Local Defence and Strike Fund, and shall have the authority to move the Local Defence and Strike Fund investment between Membership Meetings where the Executive deems such change to be warranted or prudent. Any such change shall be ratified by the membership at the next General Meeting.
3. Expenditures from the Local Defence and Strike Fund
 - a. Expenditures from the Local Defence and Strike Fund shall be in accordance with the Local Strike Policy and shall only be made as follows:
 - b. No sooner than nine (9) months prior to the date of termination of a Collective Agreement, the Executive Committee, in consultation with the Bargaining Committee, shall be authorized to spend up to \$50,000.00 from the Local Defence and Strike Fund to prepare for a possible strike.

- c. In addition to the amount authorized by Article XVIII.F.3.b), where so approved by a General Meeting, and not more than once in any fiscal year, the Executive Committee may spend up to \$10,000 per Unit from the Local Defence and Strike Fund for special projects or for campaigns related to bargaining support in preparation for a possible strike.
- d. In addition to any amounts authorized by Article XVIII.F.3.b) and Article XVIII.F.3.c), the Executive Committee may authorize the payment of expenses directly related to any grievance or arbitration to an amount not to exceed \$15,000. In the event that additional funds are required in order to fulfill our legal duty to represent a member, the Executive Committee shall bring a motion to a General Meeting requesting additional funds.
- e. In addition to any amounts authorized by Articles XVIII.F.3.b)-d), where so approved by an *in camera* session of a General Meeting, the Executive Committee shall be authorized to spend up to \$50,000 not more than once in any fiscal year from the Local Defence and Strike Fund for any expenses related to organizing new Bargaining Units as per Article V.C. of these Bylaws.
- f. In addition to any amounts authorized by Articles XVIII.F.3.b)-e), the Executive Committee shall be authorized to spend an amount equal to the below allocated number of hours at the TA rate (see Appendix F) from the Local Defence and Strike Fund to book off the Lead Steward(/s), members of Unit Council(/s), and/or members of the Bargaining Committee(/s) to dedicate more time to bargaining, bargaining support, and strike work.
 - (1) In each academic session (Fall, Spring, Summer), the full book off allocations are as follows: five (5) book offs of one hundred forty (140) hours each for Units with three thousand (3,000) or more members in good standing; three (3) book offs of one hundred forty (140) hours each for Units with fewer than three thousand (3,000) members in good standing. Such book offs shall be payable in equal instalments at the end of every month.
 - (2) Such a book off can be taken either as a book off from Bargaining Unit work or as an honorarium. A book off should be considered before an honorarium wherever possible.
 - (3) The hours need not be evenly distributed among members of the Bargaining Committee or Unit Council on book off, but should reflect anticipated workload distribution. When the Lead Steward(/s) requests a book off to dedicate more time to bargaining support and strike work, their book off(/s) shall be prioritized.
- 4. Where another Local of the Union is on strike or about to strike, the Executive Committee may authorize an interest-free loan of an amount not to exceed ten (10) per cent of the value of the Local Defence and Strike Fund. The Executive Committee shall, where possible, bring this motion before a General Meeting for approval.
- 5. Where the Local has filed a No Board Report, the expenditures necessary to prepare for and conduct the strike shall be made from the Local Defence and Strike Fund.
- 6. Amounts to be Deposited in Local Defence and Strike Fund

- a. The per centages of members' salaries which is deducted for deposit in the Local Defence and Strike Fund shall be as follows:
 - b. When the balance in the Local Defence and Strike Fund is less than \$400,000, point four (0.4) per cent of members' salaries shall be deposited from each dues receipt.
 - c. When the balance in the Local Defence and Strike Fund is from \$400,000 to \$599,999.99, zero point three (0.3) per cent of members' salaries shall be deposited from each dues receipt.
 - d. When the balance in the Local Defence and Strike Fund is from \$600,000 to \$799,999.99, zero point two (0.2) per cent of members' salaries shall be deposited from each dues receipt.
 - e. When the balance in the Local Defence and Strike Fund is from \$800,000 to \$999,999.99, zero point one (0.1) per cent of members' salaries shall be deposited from each dues receipt.
 - f. When the balance in the Local Defence and Strike Fund is \$1,000,000 or greater, contributions to the Local Defence and Strike Fund shall cease.
 - g. Changes in the per centage deducted for the Local Defence and Strike Fund shall have the effect of immediately altering the total dues rate payable by each member of the Local
 - h. For the purpose of calculating the amount to be deposited in the Local Defence and Strike Fund, the balance in the Local Defence and Strike Fund shall be understood to mean the total of all cash, assets, and investments in the Local Defence and Strike Fund on the day the Local dues receipt is received.
- 7. Interest and Capital gains generated from the Local Defence and Strike Fund shall remain in the Fund.
 - 8. Where necessary, the Executive Committee shall be 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 in a given fiscal year. All monies so borrowed shall be repaid in full not later than 15 February of the same fiscal year. The Executive Committee shall not prepay any amounts owing to the Local Defence and Strike Fund.

ARTICLE XIX: CHARGES AGAINST MEMBERS

- A. Charges against members may be made for the offences listed in Appendix B.XI and Appendix F (Trial Procedure) of the *Constitution* of the Union and shall be dealt with in accordance with the provisions therein.
- B. CONDUCT OF MEMBERS AND OFFICERS
 - 1. As stated in Article B.1.4 (Conduct of Members and Officers) of the *Constitution* of the Union, all members must uphold the Oath of Membership and all Officers must uphold the Oath of Office.
 - a. The Oath of Membership commits us to never “purposely or knowingly harm or assist in harming another member of the Union.”

- b. The Oath of Office commits Officers to perform their duties “faithfully and to the best of [their] ability” and to “promote the harmony and dignity of [the Union’s] sessions by counsel and example.”
 2. Conduct that violates the Oath of Membership or Oath of Office is an offence against the *Constitution* of the Union and punishable under the Trial Procedure
- C. HARASSMENT
 1. Harassment violates the Union’s Oath of Membership, Oath of Office, and Code of Conduct (Appendix E).
 2. Harassment is contrary to CUPE 3902’s Equity Statement (Appendix C), which defines it as “using real or perceived power to abuse, devalue, or humiliate others.” It not only threatens to undermine our work, but is a serious threat to the mental health and safety of members. Harassment, and bullying, which is a form of harassment, have no place in our Union.
 3. The Ontario *OHS*A defines workplace harassment as “engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome” and includes workplace sexual harassment [1(1)].
 4. The *OHS*A defines a “workplace” as “any land, premises, location or thing at, upon, in or near which a worker works” [1(1)].
 5. As a union of workers, all activities we undertake in common under the auspices of the Local occur within and constitute “workplaces” regardless of location. The *OHS*A definition and standards shall apply to conduct and communication within all Local Committees, Local Caucuses, and Membership Meetings (whether in-person or remote), as well as within all permanent or temporary union spaces.
 6. The *OHS*A definition of harassment shall apply to all charges of member-on-member harassment, regardless of membership status or position, be it elected or appointed.

ARTICLE XX: AMENDMENTS TO THESE BYLAWS

- A. NOTICE
 1. Notice of motion to amend these Bylaws must be given either: (1) at least sixty (60) days in advance in writing to the membership and to the Bylaw and Policy Committee; or (2) at least seven (7) days in advance at a General Meeting prior to the meeting to consider Bylaw amendments.
 2. Notice of motion is defined as the complete language of the Bylaw amendment, its proposed location in the Bylaws, and any deletions and amendments that must be made to the current Bylaws to accommodate the amendment.
- B. EXECUTIVE AMENDMENTS
 1. The Executive Committee may propose amendments to these Bylaws by submitting the exact wording of the proposed amendment to the Bylaw and Policy Committee. Where possible, amendments so received shall be included in the notice for the next General Meeting.

C. MEMBERS' AMENDMENTS

1. Any ten (10) members may propose an amendment to these Bylaws by submitting the exact wording of their amendment, signed by both members, to the Bylaw and Policy Committee.

D. BYLAW AND POLICY COMMITTEE

1. The Bylaw and Policy Committee's voting members shall be comprised of the President (or President's designate), the General Vice-President (or designate), and Lead Stewards. The Committee shall be chaired by the President (or designate).
2. The Bylaw and Policy Committee shall meet at least once per year, within thirty (30) days of receipt of amendments, or as often as the membership or the Bylaw and Policy Committee deems necessary.
3. The Bylaw and Policy Committee shall be an advisory body, responsible for reviewing:
 - a. Proposed Bylaw and Local Policy amendments and ensuring all Bylaws and Local Policies approved by the membership and Union are integrated into the new Bylaws, and
 - b. The Policy Compendium and proposing deletions or additions, subject to review and approval by the membership (for clarity, the referenced Local Policies and Policy Compendium do not form part of Local Bylaws.)
4. The Bylaw and Policy Committee shall consider a proposed amendment at the Committee meeting following its receipt, and shall hold such meeting within thirty (30) days of receipt, or else the proposed amendment may go directly to a General Meeting. The Committee shall issue a written decision indicating its concurrence or non-concurrence with the proposed amendment.
5. The proposed amendment and the Bylaw and Policy Committee's statement regarding concurrence shall be in the notice of the next General Meeting.
6. The proposed amendment shall be voted on at said General Meeting.
7. In the event that a General Meeting has been scheduled such that the requirements for Bylaw and Policy Committee consideration and notice contained in Article XX.D.2. and Article XX.D.4. cannot be met, consideration of the proposed amendment may be deferred to the subsequent General Meeting.

E. APPROVAL

1. Except as otherwise provided in these Bylaws, a majority of votes cast at a General Meeting is required to pass any amendment.
2. Any change in these Bylaws shall take effect upon approval by the National President of the Union, as required under the *Constitution* of the Union.

ARTICLE XXI: AMENDMENTS TO LOCAL POLICY

- A. Local Policies detail policies and practices of the Local, and shall be compiled in the Policy Compendium.
- B. Amendments to Local Policies shall follow the same process as amendments to the Bylaws, as applicable.

- C. For clarity, the referenced Local Policies and Policy Compendium do not form part of Local Bylaws. Thus, where Policies conflict with Bylaws, Bylaws always take precedence.

ARTICLE XXII: ENACTMENT

- A. On this fifteenth day of March 2022 these Bylaws were presented to and adopted by the membership of the Local at a properly constituted General Meeting, and were submitted to the National President of the Union for approval.
- B. Upon approval, these Bylaws were enacted and replaced any previous Bylaws

APPENDIX A: CURRENT DUES RATE

- I. Monthly dues for members in all Bargaining Units shall be 2.45% of regular wages as approved by the membership on the first day of November 2005.
- II. These rates are exclusive of any increases mandated by Article XVIII.F.6. (Amounts to be Deposited in Local Defence and Strike Fund) of these Bylaws.

APPENDIX B: ELECTIONS CODE

- I. This code is to ensure fair and equitable elections. All nominees agree to adhere to this code for the duration of the election period.
- II. CAMPAIGNING
 1. Campaigning is defined as *“any activity by a candidate that is intended or likely to encourage or discourage a voter to cast a vote, or to affect how a member votes.”*
 2. The campaigning period is from the time of nomination to the end of the voting period.
 3. Candidates must submit Candidate Statements and declarations of any conflicts of interest (see IV, below) within five (5) working days of accepting their nomination; such statements and declarations shall be published on the Local’s website and distributed to members via email within two (2) working days following the submission deadline. Candidate statements must be at least two-hundred (200) words long, but no longer than five-hundred (500) words. Candidates may include one photograph of themselves with their Candidate Statement. Failure to submit a statement and declaration of conflict of interest, and failure to disclose a conflict may be grounds for disqualification.
 4. Candidates are allowed to use all social media platforms to communicate with members; however, only one (1) official page on each platform [website, Facebook, Instagram, Twitter, etc.] may be used to promote one’s candidacy.
 5. Candidates may be endorsed by clubs, organizations, members, and personal contacts.
- III. CAMPAIGN ETHICS
 1. Elections shall be conducted in the spirit of Article III (Objectives) of these Bylaws and in accordance with the Local’s Equity Statement (Appendix C).
 2. Candidates may not provide members with monetary or material compensation in exchange for votes, campaigning or endorsement.
 3. Members may not use resources or privileges afforded by virtue of holding any office or position in the Local in order to campaign in the election. This includes, but is not limited to, resources or privileges afforded by offices and positions within the Union, Local, the University, and any affiliated groups.
 4. Any campaigning that violates the spirit of Article III (Objectives) of these Bylaws or the Local’s Equity Statement (Appendix C) shall result in a review of the incident by the CRO and may result in disqualification.
 5. Candidates may not produce campaign materials that contain demonstrably untrue or misleading information.
- IV. CONFLICTS OF INTEREST
 1. Conflicts of interest are defined as an interest in a personal, financial, professional, or other affiliation/relationship that may seriously compromise the candidate’s campaign and/or the duties of their office, if elected. Candidates must submit declarations of conflicts of interest.
 2. Candidates are responsible for disclosing to the CRO any real, perceived, or potential conflicts of interest that would seriously affect the ability of the candidate to fulfil their office if elected, and to run their campaign, or that may affect their commitment to the goals of the Local.

3. This may include, but is not limited to: personal, professional, and/or financial relationships with relevant parties of the Local or Employer, or with grants or funding streams, that could reasonably be perceived as potentially interfering with ethical campaign conduct or practical conduct of an Officer's duties.
4. The CRO shall make these conflicts known to voters through a declaration presented alongside each Candidate Statement. If a candidate has no conflicts to disclose, the text shall read: "No conflicts to disclose."
5. If a candidate fails to accurately or honestly declare such a conflict, that shall result in a review of the incident by the CRO and may result in disqualification.

V. COMPLAINTS AND BREACHES

1. All campaigning and election complaints must be submitted to the CRO within forty-eight (48) hours after polls close.
2. Reports made after this forty-eight (48) hour period may be pursued through other mechanisms as appropriate.
3. All incident investigations and complaints shall be handled by the CRO.
4. The CRO shall take the following steps if a candidate or any other relevant party is alleged to have breached the Elections Code:
 - a) Communicate with the relevant party to notify them of such complaint or alleged breach and request an immediate response.
 - b) Should a breach be considered to have been made in good faith or non-maliciously, and be possible to remedy, the CRO and the relevant party shall remedy it.
 - c) Should a breach be considered malicious or intentional by the CRO, they shall disqualify the relevant party. The membership shall be so notified.
 - d) Should such an investigation result in the disqualification of a candidate,
 - (1) In a contested election, the remaining candidates shall continue their campaign;
 - (2) In an uncontested election, the position shall remain or be declared vacant until the election has ended and a by-election is called.
 - e) The CRO shall report to the General Membership at the next General Meeting:
 - (1) The number of accusations;
 - (2) The number of founded incidents and the candidate they were against; and
 - (3) The number of disqualifications, the candidates who were disqualified, complainants, and the category of violation.

APPENDIX C: EQUITY STATEMENT

- I. The sacred land on which CUPE 3902 operates is the territory of the Huron-Wendat and Petun First Nations, the Seneca, and most recently, the Mississaugas of the Credit River. The territory was the subject of the Dish with One Spoon Wampum Belt Covenant, an agreement between the Iroquois Confederacy and the Ojibwe and allied nations to peaceably share and care for the resources around the Great Lakes.
- II. Today, the meeting place of Toronto is still the home to many indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this territory.¹
- III. In doing this work, CUPE 3902 is committed to the elimination of discriminatory behaviour, policies or practices that prevent or undermine the full and equal participation of all who wish to join and pursue the mission of the organization.
- IV. Practices that prevent or undermine participation include speech or conduct that are colonialist, racist, sexist, transphobic or homophobic or that discriminate on the grounds of ability, age, class, gender presentation, religion, language, or national and ethnic origin.
- V. Discrimination can happen overtly, covertly, and by omission. Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate others. Harassment will not be perceived or treated as frivolous behaviour. The uneasiness and resentment that harassment creates hinder the growth of the union and hamper our capacity to work together.
- VI. We are taking proactive steps to ensure that full and equal participation is possible. We are working toward anti-oppression, toward being conscious of our privileges, and toward creating an environment where union members are respected for abilities and potential.
- VII. We commit to build a union culture in which equity, diversity and safety are fundamental. This statement serves to remind us all that diversity in our society is a strength, and that we must ensure equality and equity.

¹ The settled-land language was provided to CUPE 3902 by First Nations House at the University of Toronto.

APPENDIX D: CUPE NATIONAL CODE OF CONDUCT

- I. The text below is taken from the CUPE National's Code of Conduct as it appears in its Appendix E of the *Constitution*.
 1. The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.
 2. CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. CUPE needs to ensure that we provide a safe environment for members, staff and elected Officers to carry out our work. CUPE's expectation is that mutual respect, understanding and co-operation will be the basis of all our interaction.
 3. The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.
 4. This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings and activities by other parts of CUPE referenced above. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.
 5. As CUPE members, staff, and elected Officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:
 - a) Abide by the provisions of the Equality Statement;
 - b) Respect the views of others, even when we disagree;
 - c) Recognize and value individual differences;
 - d) Communicate openly;
 - e) Support and encourage each other;
 - f) Make sure that we do not harass or discriminate against each other;
 - g) Commit to not engaging in offensive comment or conduct;
 - h) Make sure that we do not act in ways that are aggressive, bullying, or intimidating; and
 - i) Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.

6. Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.
7. A complaint regarding the Code of Conduct will be handled as follows:
8. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
9. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
10. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
11. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
12. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
13. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
14. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
15. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
16. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding Officer shall receive a report on the matter.

17. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.
18. This Code of Conduct is designed to create a safe, respectful and supportive environment within all parts of CUPE. It is meant to enhance the rights and obligations outlined in the CUPE National *Constitution*, the Equality Statement, and applicable human rights legislation, not replace them.
19. All chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.

APPENDIX E: WORK RELEASE AND HONORARIA ALLOCATIONS

- I. This appendix details the hours allocations for book offs and honoraria in these Bylaws.
- II. A member shall be granted union leave (a book off) for any position(s) held within these Bylaws. Should a member not be able to take union leave from an appointment or should the compensation from their appointment(s) be less than the amounts calculated for their union service position, they will receive an honorarium equivalent to the difference between the leave/honorarium in question and the appointment(s) from which they have taken union leave. Further, book offs are encouraged where possible.
- III. Where a member elects to take a book off, the Local will reimburse the Employer for the wage and benefit costs involved in reallocating all or part of the applicable appointment(s) up to the number of hours allocated for the position in the Bylaws.
- IV. Book off and honoraria amounts are calculated at a number of hours that are equal multiples, divisions, or sums of two (2) full appointments (as defined in the Unit 1 Collective Agreement).
- V. For clarity, appointment (as defined in the Unit 1 Collective Agreement) is amounts are calculated as equal multiples, divisions, or sums of five hundred sixty (560) hours at the TA rate as specified in the Unit 1 Collective Agreement (set at \$47.17 CAD as of January 2, 2022).
The equal divisions are one half (280 hours); one quarter (140 hours); one eighth (70 hours); one sixteenth (35 hours); one thirty-second (17.5 hours); one sixty-fourth (8.75); one one-hundred-twenty-eighth (4.375); or a combination thereof.