

# ***CUPE 3913***

Teaching Assistants and Sessional Lecturers at the University of Guelph

Complete revision replacing any other Bylaws. Reviewed, revised, and drafted by the Bylaws Committee (2014-15). Approved by the Local's membership on September 27, 2015 and by CUPE National on January 18, 2016.

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## **A. Framework**

### **A.1 Preamble**

(a) The following bylaws are adopted by Local 3913 in accordance with the CUPE National Constitution (CNC 13.3, B.5.1), to protect the rights of all members, to provide for responsible governance of the Local, and to involve as many members of the Local as possible through the sharing of duties and responsibilities.

(b) CUPE chartered organizations will respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities.

(c) CUPE Local 3913 has chosen to adopt a Local Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization. The Local Code of Conduct can be found in section A.2.1 of these bylaws.

(d) Where a noun, pronoun, or adjective is used in the third person to describe an individual in the first person, this is done with the intention of creating neutrality around gendered constructs and not as an affront to perceived grammar rules.

#### **A.1.1 Name**

The name of this Local will be the Canadian Union of Public Employees, Local 3913. Local 3913 consists of the following bargaining units:

Unit 1, comprised of all GTAs, UTAs, and GSA-1s;

Unit 2, comprised of all Sessional Lecturers; and

any other bargaining units that may be organized by the Local.

#### **A.1.2 Objectives**

The objectives of Local 3913 are to:

(a) protect, maintain, and advance the interests of the members of the Local;

(b) act as an agent on behalf of its members in interactions (internal and external) affecting the interests of the Local;

(c) provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

(d) encourage the settlement of all disputes between members and their employers through negotiation and mediation;

(e) assist in improving the quality of education at the University of Guelph by means of active participation in the determination of teaching methods, curriculum, and course content;

(f) advance a system of quality, accessible, public post-secondary education;

(g) establish strong working relationships with the public we serve and the communities in which we work and live; and

(h) eliminate harassment of any sort and discrimination on the basis of citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, gender identity, gender expression, family status, marital status, sexual orientation, receipt of public assistance, record of offence, class, nationality, language, nature of work, or any other grounds of discrimination that may be added to the Human Rights Code (1990), and the active opposition of discrimination wherever it occurs or appears.

### A.1.3 Definitions

(a) **Collective Agreement:** An agreement between the Local and the University of Guelph that regulates the terms and conditions of the employment of members of the Local's bargaining units.

(b) **Executive Committee:** All officers of the Local with the exception of the Trustees and the Elections Officer.

(c) **Member:** Any individual who is currently employed within the jurisdiction of Local 3913 as outlined in the Local's Collective Agreements with the University of Guelph or who has been within the jurisdiction of Local 3913 as outlined in the Local's Collective Agreements with the University of Guelph at any time during the past year (12 months).

(d) **Officer:** A member of the Local's Executive Committee, one of its Trustees, or the Elections Officer.

(e) **University of Guelph:** The use of this term in these bylaws is understood to include all campuses and regional campuses to which it is associated including but not limited to the University of Guelph-Humber and Ridgetown Campus.

#### A.1.4 References

Numbers of articles at the end of sections or sub-sections in this document may refer to relevant articles of the CUPE National Constitution (CNC) which should be read together with these bylaws.

## A.2 Rules of Order

All meetings of the Local will be conducted in accordance with *Bourinot's Rules of Order*. In situations not addressed by *Bourinot's Rules of Order*, the CUPE National Constitution may provide guidance. Where an interpretation or understanding is unclear the meeting chair will provide an interpretation or understanding and make a ruling.

### A.2.1 Local Code of Conduct

(a) The Local's Code of Conduct:

is only enforced during events or meetings of the Local;

is not for complaints arising either from actions taken as part of this Code of Conduct or that do not relate directly to an event or meeting (see A.2.2 and/or A.2.3 for other complaint procedures);

sets out standards of behaviour for members at meetings, and all other events organized by Local 3913;

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;

does not apply to complaints arising between members that are not related to the Local;

is designed to create a safe, respectful and supportive environment within CUPE;

is meant to enhance the rights and obligations outlined in the bylaws of Local 3913, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them; and

does not replace a member's right to access the trial provisions of the CUPE National Constitution. (CNC B.11.1-5)

(b) As members of Local 3913 we commit to one another and the union to be governed by the principles of the Code of Conduct and agree to:

abide by the provisions of the Equality Statement;

abide by the provisions of the Local Confidentiality Agreement;

ensure that meetings and activities are safe environments where members are encouraged to speak;

respect the views of others, even when we disagree;

recognize and value individual differences;

ensure that we do not harass or discriminate against each other;

commit to not engaging in offensive comment or conduct;

ensure that we do not act in ways that are aggressive, bullying, or intimidating;

take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events; and

disclose any conflict of interest that they may have as the member of another group, labour union, or affiliation with the Employer that may be perceived to be a conflict of interest with the objectives of the Local.

(c) A complaint regarding this Code of Conduct will be handled as follows:

If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint to the meeting chair or the event organizer.

Once a complaint is received, the meeting chair or the event organizer will ask the person to stop such behaviour.

If this fails to resolve the matter, the meeting chair or the event organizer will determine whether there is need to remove the member from the meeting or event. The meeting chair or event organizer has the authority to expel members from a meeting or event for any behaviour that contravenes the Local Code of Conduct.

### A.2.2 Harassment and Discrimination

The policy governing this complaint procedure is as follows:

(a) Local 3913 is committed to creating and fostering a healthy, equitable, harassment-free environment for all members, volunteers, and staff. This policy applies to meetings and events of the Local as well as interactions between members and Local officers or other designates when they are acting on behalf of the Local. This policy 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. It also does not apply to complaints arising between members that are not related to the Local.

(b) While Local 3913 has an obligation under the law (as mandated by its Collective Agreement and the Labour Relations Act [1995]) to provide fair representation to all of our members who have been subject to disciplinary action and/or been unfairly treated in the workplace, the purpose of this policy is to outline and detail the process to be followed in instances where there is a complaint between members that is not work-related in nature. Using this policy Local 3913 will endeavour to investigate and resolve complaints and establish remedies where instances of harassment occur, in a manner that is fair, unbiased, and timely.

(c) Harassment and discrimination are understood as they are inscribed in law in both the Human Rights Code (1990) and the Occupational Health and Safety Act (1990).

The complaint procedure is as follows:

(d) If a member has a complaint regarding another member of the Local they must contact the Local's Equity Officer as soon as possible to set up a meeting to discuss the complaint. In situations where the position of Equity Officer is vacant or the Equity Officer is the complainant or respondent, the Executive Committee will appoint a designate to hear the complaint. The role of the Equity Officer is to mediate the complaint from the position of a disinterested third party. All meetings are confidential.

The Informal Complaint Process is as follows:

(e) The Equity Officer will meet with the complainant within 1 week of receiving a request to meet. They will meet in a location amenable to both parties outside the Local office. The purpose of this meeting will be to:

inform the complainant of the process;

hear the complaint in as much detail as the complainant is comfortable giving;

come to a decision as to whether this case falls under this procedure;

inform the complainant of the right to representation by the Local;

discuss the amount of detail to be put in a written complaint (if it is to be followed through); and

put the complaint in writing.

(f) Immediately following the meeting with the complainant, the Equity Officer will contact the respondent, and request a meeting to be held within 1 week. They will meet in a location amenable to both parties outside the Local office. The purpose of this meeting will be to inform the respondent of the process and to discuss:

the complaint in a level of detail as agreed upon beforehand by the complainant;

an appropriate response as agreed upon beforehand by the complainant;

the willingness of the respondent to meet the remedies sought by the complainant; and

any other measures the respondent or Equity Officer may deem appropriate. The role of the Equity Officer is to mediate a fair resolution amenable to both parties.

(g) Possible measures implemented in response to a complaint may include, but not be limited to:

a written and/or personal apology;

anti-harassment training;

if applicable, the respondent's resignation from a position on the Local's Executive Committee; and

revocation of the respondent's membership in the Local.

(h) If the respondent is unwilling to commit to the remedies sought by the complainant, or is unresponsive after 1 week, the Equity Officer will convene a meeting with the complainant to discuss alternate means of action including filing a formal complaint.

(i) The Equity Officer will keep a confidential record of all proceedings. These records may be opened (assuming the complainant is agreeable) only in cases where any agreements reached and or remedies committed to at the informal stage are not upheld or are renegeed on.

The Formal Complaint Process is as follows:

(j) In the context of a formal complaint, the role of the Equity Officer will be to inform all parties of their rights and obligations.

(k) Within 1 week of the complainant's written request to initiate this process, the Equity Officer will form a Complaint Review Committee (CRC). The CRC will consist of 3 members: the President or Vice-President (Internal or External), a chair from one of the Local's caucuses, and a College Steward from a college to which neither the complainant nor the respondent are affiliated. Where the respondent is one of the above potential members of the CRC an alternate will be appointed by the other 2.

(l) No person who is or has been privy and/or party to the complaint will sit on the CRC.

(m) The CRC will meet with the complainant within 1 week of the formation of the committee. They will meet in a location amenable to both parties outside the Local office. The purpose of this meeting will be to:

- hear the formal complaint;
- request information regarding witnesses; and
- put the formal complaint in writing.

(n) The CRC will contact any witnesses to set up a meeting (no information regarding the details of the complaint will be given over the phone or via email) and gather written testimony.

(o) The CRC will contact the respondent immediately following the meeting with the complainant, and request a meeting within 1 week. They will meet in a location amenable to both parties outside the Local office. The purpose of this meeting will be to:

- present the respondent with the formal complaint;
- request information regarding witnesses (if applicable);
- discuss the possible resolutions as described in this policy document;
- request that the respondent cease contact with the complainant until a resolution is achieved; and
- request a written response from the respondent.

(p) In the case where the respondent fails to cooperate the CRC will have the authority to impose a measure or judgment (as outlined in [s]) on the basis of non-□cooperation.

(q) The CRC will contact any witnesses to set up a meeting (no information regarding the details of the complaint will be given over the phone or via email) and gather written testimony.

(r) After both meetings have taken place and all testimony has been gathered, and within a period not exceeding 2 weeks, the CRC will reconvene and reach a conclusion regarding the complaint and will either refer the matter to a higher authority or implement any of the measures outlined in (s).

(s) The measures or judgments that the CRC may impose upon the respondent may include, but are not limited to:

a written and/or personal apology;

anti-harassment training;

removal from a position on the Local's Executive Committee; and/or

revocation of the respondent's membership in the Local.

(t) In cases where the CRC deems it necessary and where it is relevant they will refer the case to:

CUPE Ontario; or

Diversity and Human Rights (University of Guelph).

(u) The CRC may also reach a decision of "no judgment," if they find:

a lack of evidence; or

the case to be vexatious.

#### A.2.3 Complaints and Trials

All charges against members or officers may be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution. (CNC B.11.1-5)

#### A.2.4 Local Confidentiality Agreement

All members of the Local agree not to disclose information about confidential or sensitive matters to anyone who is not either a member of the Local or the Local's CUPE National Representative without the written permission of the Local's Executive Committee (such confidential or sensitive information will be declared as such before it is shared). Failure to comply with the Local Confidentiality Agreement is a violation of these bylaws.

### A.3 Bylaws

(a) These bylaws are always subordinate to the CUPE Constitution (including CNC Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter will govern. The National President has the sole authority to interpret the CUPE Constitution. (CNC 9.2[c], 13.3, B.5.1)

(b) A copy of Local 3913's bylaws will be uploaded to the Local's website. Members requesting a physical copy of these bylaws will be provided a copy in either French or English (as requested) within a reasonable amount of time.

(c) Members requesting an accommodation of any kind in order to access or read these bylaws (in accordance with the Accessibility for Ontarians with Disabilities Act) will have that request met within a reasonable amount of time.

#### A.3.1 Amendments

A Local can amend or add to its bylaws only if:

(a) the amended or additional bylaws do not conflict with the CUPE Constitution;

(b) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose;

(c) notice of the intention to propose the amended or additional bylaws was given at least 1 week before at a previous membership meeting or 60 days before in writing (CNC 13.3, B.5.1); and

(d) the Bylaws Committee follows the procedure outlined below when making any amendments to these bylaws:

when necessary, make recommendations to the Executive Committee about changes to the bylaws and incorporate its feedback before making recommendations to the membership;

then make recommendations to the membership and allow at least 30 days for member feedback;

then allow members to vote on the revised bylaws before they are sent to CUPE National for approval; and

then, if approved by the membership, submit the revised bylaws to CUPE National for approval (the amended or additional bylaws do not come into effect until they have been approved in writing by the National President).

### A.3.2 Violations

Any violation of these bylaws will be addressed in accordance with the following procedures:

(a) If a member has a complaint with respect to a violation of the Local's bylaws they must contact the Local's President in writing detailing the nature of the complaint. In situations where the position of President is vacant or the President is a respondent in the complaint, the member will contact the Local's Equity Officer. Complaints about violations of the bylaws, while they may be brought forward by an individual member, are not matters of dispute between members.

(b) Complainants can identify individuals, committees, and/or caucuses as respondents. If a committee is identified as a respondent it will be understood that the committee's chair is the identified respondent unless other individuals are identified.

(c) The President will form a Complaint Review Committee (CRC) within 1 week of receiving the complaint about a violation to the Local's bylaws. The CRC will consist of 3 members-: the President or Vice President Internal, the Elections Officer, and the Local's CUPE National Representative. Where the respondent is one of the above potential members of the CRC or there are position vacancies an alternate will be appointed by the other members of the CRC.

(d) The CRC will contact the respondent, provide the details of the complaint, request information regarding witnesses (if applicable), and request a written response from the respondent.

(e) The CRC will contact any witnesses (if applicable) to set up a meeting (no information regarding the details of the complaint will be given over the phone or via email) and gather written testimony.

(f) In the case where the respondent fails to cooperate the CRC will have the authority to impose a measure or judgment (as outlined in [h]) on the basis of non-cooperation.

(g) After all testimony has been gathered, and within a period not exceeding 2 weeks, the CRC will reconvene and reach a conclusion regarding the complaint and will implement any of the measures outlined in (h).

(h) The measures or judgments that the CRC may impose upon the respondent may include, but are not limited to:

a written warning;

removal from a position on the Local's Executive Committee; and/or

revocation of the respondent's membership in the Local.

(i) The CRC may also reach a decision of "no judgment", if they find:

a lack of evidence; or

the case to be vexatious.

(j) All decisions of the CRC are reported, without information regarding the details of the complaint, to the membership at the membership meeting following their decision.

## **B. Governance**

### **B.1 Structure**

The Local is governed by the membership and the Executive Committee in that order.

## B.2 Membership

(a) A member is any individual who is currently employed within the jurisdiction of Local 3913 as outlined in the Local's Collective Agreements with the University of Guelph or who has been within the jurisdiction of Local 3913 as outlined in the Local's Collective Agreements with the University of Guelph at any time during the past year (12 months).

(b) All members are considered to be members in good standing. For the purposes of conforming to the CUPE National Constitution all members, upon fulfilling the requirements outlined in (a) are considered to have signed an application, paid the initiation fee, had their name read out, taken the oath, and received the approval of the Local's membership.

(c) No person otherwise eligible for membership in the Local will be admitted to membership if they have been fined, suspended, or expelled by CUPE National or any CUPE Local until they have complied with the terms of such fine, suspension, or expulsion. (CNC B.8)

(d) Any member of the Local may object to the inclusion of a member in the Local membership. An objection must be submitted in writing to the Executive Committee. The Executive Committee will report on its findings at the next General Membership Meeting (GMM). Only the membership, by majority vote, can decide whether or not to exclude the member in question from membership.

(e) Members are obligated to abide by the CUPE National Constitution and these bylaws. Members will not be required to provide their current address, home telephone contact number, or email address to the Local. This information will be provided to the Local by the University of Guelph as described in its Collective Agreements with the Local.

(f) Any member can attend a meeting of the Local's committees and/or caucuses except for the:

committees or caucuses of which they are not a constituent member;

Equity Committee;

Grievance Committee; and

either Labour/Management Committee.

(g) Members will be entitled to voice but not vote at meetings of the Local's committees and caucuses until they are added to its membership list by the chair. If Local members wish to become voting members of a Local committee or caucus, apart from the exceptions listed in (f) and the Executive Committee, they must contact the committee or caucus chair in order to be added to the membership list of that committee or caucus (this is usually done in advance of the committee or caucus meeting). If advance notice is not possible, membership to a committee or caucus can also be authorized at a meeting of the committee or caucus with the approval of at least a 2/3 majority of votes of its members.

### B.2.1 Meetings

(a) Notice of any membership meeting will outline the date, time, and location of the meeting and will be sent to members by email at least 1 month in advance.

(b) The meeting agenda will be sent to members by email at least 1 week in advance of the meeting, except in the case of a strike vote (see B.2.2).

(c) Every member in attendance at a meeting is entitled to vote and speak on any issue that arises. Except where otherwise provided for in these bylaws, voting will be by show of hands, and a majority of votes cast will be sufficient to determine a decision.

(d) Membership will be verified prior to the meeting by consulting the membership list and verifying photo identification, which can include student identification cards or government issued identification.

(e) Meetings will be closed to all but members of the Local, its Executive Committee, and the Local's CUPE National Representative. Members in attendance may vote to admit an individual non-member by a 2/3 majority of votes cast.

(f) Members who wish to bring forward a motion at a membership meeting must submit the motion to the meeting chair (Local's President) 2 weeks prior to the meeting.

(g) Alcohol will not be served or permitted at any membership meeting.

(h) The agenda for any membership meeting will be determined by the Executive Committee.

(i) Quorum for any membership meeting is no fewer than 20 members, or 5% of the membership at the time the membership meeting occurs, whichever is less.

(j) Members of the Local, at a membership meeting and by following the Rules of Order (see section A.2) in the form of a proper motion, may overturn, change, or modify any decisions made by the Executive Committee.

(k) General Membership Meetings

A General Membership Meeting (GMM) of Local 3913 will be called by the Executive Committee at least once in each of the Fall (Fall Membership Meeting or FMM) and Winter (Winter Membership Meeting or WMM) semesters.

Members of the Executive Committee who chair committees will provide reports about those committees' activities since the last GMM (see section B.3 for more information about the duties of elected officers).

(l) Annual Membership Meetings

The Executive Committee will call an Annual Membership Meeting (AMM) to be held within 45 days of the end of the fiscal year for the purpose of reporting to the membership on the financial and other business transacted during the previous year and to present a budget for the coming fiscal year. Election results will be announced at the AMM.

(m) Special Membership Meetings

A Special Membership Meeting (SMM) may be called by a vote of the Executive Committee or by a petition. A petition must be signed by at least 20% of the Local's membership, 2/3 of a constituent group, or 50% of a bargaining unit and must contain the name, department of work, home telephone number, and signature of each signatory. In addition, the petition must also include a statement of the purpose for which the members are petitioning and what business they propose to conduct as a result of the petition. On presentation of a petition, the Executive Committee is required to call a meeting within 1 month.

SMMs are to be treated as if they were regularly scheduled general membership meetings. The Executive Committee may add other business to the agenda, but in the case of meetings called by petition the subject of the petition must be the first item of business.

(n) A meeting of members in a bargaining unit may be called to deal with matters that affect only members of that bargaining unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local as a whole or another bargaining unit.

(o) The Vice-President Internal will be present at all membership meetings, will take the official minutes, and will submit minutes from past meetings for approval by motion at subsequent membership meetings.

### B.2.2 Strike

(a) Any strike mandate vote must be approved by the majority vote of bargaining unit members. After an affirmative vote by bargaining unit members, the Executive Committee must arrange a vote of all the members of the unit by secret ballot. All members must be informed at least 1 week before the vote. Polling on the day of the vote will be between 10:00am and 6:00pm. The question on the ballot will be the following:

"As a union member, I authorize the Negotiating Committee to call a legal strike in the event that all possible formal avenues fail to produce a fair settlement."

(b) A simple majority (50% + 1) affirmative vote of ballots cast in the referendum is required before any strike action can be authorized.

(c) Payment of strike benefits will be as per CUPE's National Defense Fund Regulations.

(d) Where the Local commences strike action, the expenditures necessary to conduct the strike will be made from the Strike Fund (G.3.1).

### B.2.3 Ratification

(a) When the Negotiating Committee has reached a tentative settlement agreement with the employer it will be distributed to the members of the Local's bargaining units (electronically and usually through the Local's website).

(b) The Local will hold an online ratification vote to determine whether the tentative settlement agreement will form new collective agreements. There will be a meeting held so that bargaining unit members can ask questions about the tentative settlement agreement and so that it can be formally presented to the bargaining unit members before an online vote is held.

(c) The timelines that are usually prescribed for voting and outlined in F.3 of these bylaws will be expedited when they relate to tentative settlement agreements and ratification votes. It is understood that matters of contract negotiations may be more urgent in nature and that bargaining unit members may be given less notice for a meeting or vote under these circumstances. The scheduling of these meetings will be at the discretion of and announced by the Executive Committee in consultation with the Negotiating Committee.

(d) A ratification vote must be held before a new collective agreement can take effect, be signed, distributed, or sent to CUPE National. The vote must be held in accordance with the regulations established by the Labour Relations Act (1995).

(e) No agreement with the employer about the final terms of contract negotiations can be arrived at without the ratification of a tentative settlement agreement by the Local's membership.

#### B.2.4 Referendum

(a) All referenda voting will be held online and will preserve the anonymity of voters.

(b) All referenda will be presided over by the Elections Officer. The Elections Officer may seek the assistance of the CUPE National Representative.

(c) All questions for referenda will be posed so that answers can only be either "Yes" or "No". If necessary, questions will be reworded by the Elections Officer to meet this requirement.

(d) A notice of referendum will be provided at least 60 days in advance of the referendum voting period (which will be detailed in the notice) and can be put forward by motion at a membership meeting, petition, or by a 2/3 vote of the Executive Committee.

(e) All materials pertinent to the referendum question must be submitted along with the original referendum question (60 days in advance of the voting period).

(f) Referenda will be decided by a majority vote of members.

(g) The results of referenda will be announced on the Local's website.

#### B.2.5 Delegation

(a) All delegates to conventions and conferences will be chosen by election at either membership meetings or appointed at Executive Committee meetings (whichever is more practical and closer to the time at which registration forms are due).

(b) All delegates to conventions and conferences must submit a written report no less than 30 days after the last day of their delegation. The report must be submitted to the chair of the Executive Committee by email.

### B.3 Executive Committee

The Executive Committee includes all officers, except Trustees and the Elections Officer (CNC B.2.2). All members of the Executive Committee, with the exception of the Past Executive Officer, must be members of the Local. The members of the Executive Committee of Local 3913 are the following (note the relevant related position in brackets where applicable as outlined in CNC B.2.1 and B.2.2):

President (President)

Vice-President External (Vice-President)

Vice-President Internal (Recording Secretary)

Unit Stewards (Membership Officer) (as many as there are bargaining units of Local 3913)

Finance Officer (Secretary-Treasurer)

Grievance Officer

Equity Officer

Health and Safety Officer

Past Executive Officer

Member Representative (4)

#### B.3.1 Responsibilities

The Executive Committee will:

- (a) be accountable to the membership of the Local;
- (b) perform any other duties as assigned in these bylaws;
- (c) receive honoraria as outlined in the Local's policies;
- (d) receive regular reports from the Grievance Officer and decide whether or not grievances will be filed for or withdrawn from arbitration;
- (e) ensure that there are always a total of 4 officers designated with signing authority for the Local's financial accounts (this includes the President, Vice-President Internal, Finance Officer, and 1 other officer who meets the qualifications for the master bond held by CUPE National [CNC B.3.5]), in the event that any of the

positions of President, Vice-President Internal, or Finance Officer are vacant, the Executive Committee must designate another officer with signing authority (all officers with signing authority must be members of the Finance Committee);

(f) set a training and orientation schedule for the Executive Committee elect after the Annual Membership Meeting; and

(g) ensure that the business of the Local continues in the event that quorum is either not reached or maintained at a membership meeting (it is understood that this cannot be used to allow the Executive Committee to unilaterally modify these bylaws).

### B.3.2 Duties

All members of the Executive Committee will:

(a) attend all Executive Committee meetings;

(b) be members of the Labour/Management Committee (Internal);

(c) attend all membership meetings (should any Executive Committee member fail to attend 3 consecutive regular membership meetings without having submitted good reasons their offices will be declared vacant [CNC B.2.5]);

(d) be a member and attend the regular meetings of at least 3 Local committees in addition to the Executive Committee and the Labour/Management Committee (Internal); should any Executive Committee member fail to attend three consecutive meetings of a Local committee of which they are a member they will be placed on leave;

(e) do the work delegated to them by the Local and be responsible for the proper and effective functioning of all committees; and

(f) give all properties, assets, funds and all records of the Local to their successors at the end of their term of Office. (CNC B.3.9)

### B.3.3 Meetings

(a) The Executive Committee will meet at least once per month. Should any Executive Committee member fail to attend 3 consecutive regular Executive Committee meetings without having submitted good reasons their office will be declared vacant. (CNC B.2.5; B.3.14)

(b) A majority of the Executive Committee constitutes a quorum.

#### B.3.4 President

The President (President) will:

- (a) be the spokesperson for the Local, its chief administrative officer, and be responsible for its running;
- (b) supervise any Local staff;
- (c) represent the Local with the Employer (University of Guelph);
- (d) have signing authority for financial and other official documents (the President will not be disqualified from office if they cannot qualify for the master bond held by CUPE National); (CNC B.3.5)
- (e) chair and call meetings of the Executive Committee (the President may appoint a designate to chair Executive Committee meetings);
- (f) chair and call meetings of the Hiring Committee, both Labour/Management Committees (Internal and External), both Negotiating Committees (External and Internal), and the Bargaining Committee;
- (g) chair all membership meetings and appoint a designate chair if unable to attend any membership meeting;
- (h) be a member of the Finance Committee and Grievance Committee;
- (i) enforce the CUPE National Constitution, Local's bylaws, policies, and procedures;
- (j) have the same right to vote as other members (in the case of a tie vote, the President may not cast another vote);
- (k) fill committee vacancies;
- (l) have first preference as a delegate to the CUPE National Convention (CNC B.3.1); and
- (m) have the right to designate another member of the Executive Committee to carry out any of their duties.

### B.3.5 Vice-President External

The Vice-President External (Vice-President) will:

- (a) lead delegations to affiliated organizations (including the CUPE National Convention);
- (b) communicate with campus groups;
- (c) be a member of committees and groups that the Local participates in at the University and in the wider community (these groups may include, but are not limited to, the Human Rights Advisory Group, Central Joint Health and Safety Committee, Employment Equity Committee, Advisory Committee on the Code of Ethical Conduct, and the Guelph and District Labour Council);
- (d) liaise and maintain relationships with other labour groups on campus (these groups may include, but are not limited to, the Canadian Union of Public Employees (CUPE) Local 1334, University of Guelph Faculty Association (UGFA), Graduate Students' Association (GSA), Central Student Association (CSA), United Steelworkers (USW) 4120, Unifor Local 2003, Ontario Nurses' Association (ONA) Local 15, University of Guelph Food Service Employees Association (UGFSEA), Ontario Public Service Employees Union (OPSEU) Local 231, Exempt Group, Professional Staff Association (PSA), Colleges Academic and Research Group (CARG), Ontario Secondary School Teachers' Federation/Technical, Administrative, Research, Agricultural (OSSTF/TARA) District 35);
- (e) co-chair and call meetings of the Communications Committee; and
- (f) be a member of the Health and Safety Committee, Labour/Management Committee (External), and Negotiating Committee(External).

### B.3.6 Vice-President Internal

The Vice-President Internal (Recording Secretary) will:

- (a) prioritize and manage responsibilities for members of the Executive Committee;
- (b) assigns tasks, especially in cases of vacancies, to members of the Executive Committee;
- (c) maintain and update the Local's website in accordance with the Local's policies;
- (d) assign, maintain, and coordinate email addresses for all officers of the Local and College Stewards;
- (e) maintain the Local's files;

- (f) record minutes at Executive Committee meetings;
- (g) have signing authority for cheques and other official documents (the Vice-President Internal will not be disqualified from office if they cannot qualify for the master bond held by CUPE National); (CNC B.3.5)
- (h) be responsible for all communications between the Executive Committee and the membership;
- (i) co-chair and call meetings of the Communications Committee;
- (j) be a member of the Finance Committee and both Negotiating Committees (External and Internal);
- (k) keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Committee meetings (these records must also include a copy of the full financial reports presented by the Finance Officer and the Trustees' reports);
- (l) record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing; and
- (m) if the position of President is absent or not eligible or if the office should fall vacant, perform all duties of the President (but will not assume the office of President unless appointed, acclaimed, or elected as outlined in these bylaws).

### B.3.7 Unit Steward

Each Unit Steward (Membership Officer) will:

- (a) co-chair and call meetings of the Stewards Committee with other Unit Stewards;
- (b) be a member of the Grievance Committee and Labour/Management Committee (External);
- (c) be a member of either the Bargaining Committee, Communications Committee, Negotiating Committee (External), or Bylaws Committee; in the case of a vacancy in either Unit Steward position membership on these committees will not be required;
- (d) assume the duties of any vacant College or Department Steward position;
- (e) admit only members, the Executive Committee, or officers and officials of CUPE to membership meetings (except on the order of the President and with the consent of the members present as prescribed in B.2.1 [e]); and
- (f) maintain the record of attendance at membership meetings.

### B.3.8 Finance Officer

The Finance Officer (Secretary-Treasurer) will:

- (a) be responsible for receiving all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments (as provided by the Employer), and depositing promptly all money with a bank or credit union;
- (b) chair and call meetings of the Finance Committee;
- (c) be a member of the Bylaws Committee and Negotiating Committee;
- (d) have signing authority for cheques and other official documents;
- (e) ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, Local bylaws, vote of the Executive Committee, or vote of the membership;
- (f) ensure that all remittances and bills are paid on time;
- (g) be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local;
- (h) record all financial transactions in a manner acceptable to the Finance Committee and in accordance with generally accepted accounting principles (GAAP);
- (i) make a full written financial report to meetings of the Local's Executive Committee (on the Local's finances from the previous month) and membership meetings (on the Local's finances since the previous membership meeting) including a reconciliation of accounts, expenses, and income;
- (j) be bonded through the master bond held by CUPE National (any Finance Officer who cannot qualify for the bond will be disqualified from office);
- (k) make all financial documents available for inspection by the Trustees and/or auditors on reasonable notice and ensure that these financial documents are audited at least once each calendar year and within a reasonable time and respond in writing to any recommendations and concerns raised by the Trustees;
- (l) provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National; and

(m) attend at least 3 workshops offered by CUPE that focus on Local finances.

### B.3.9 Grievance Officer

The Grievance Officer will:

- (a) chair and call meetings of the Grievance Committee;
- (b) be a member of the Bargaining Committee and both Negotiating Committees (External and Internal);
- (c) attend all meetings related to grievances including arbitration hearings;
- (d) meet with members about grievances and grievance-related matters;
- (e) give reports at Executive Committee meetings about any grievances that the Grievance Committee requests either be filed for or withdrawn from arbitration; and
- (f) attend at least 3 workshops offered by CUPE that focus on grievances and the grievance process.

### B.3.10 Equity Officer

The Equity Officer will:

- (a) chair and call meetings of the Equity Committee;
- (b) be a self-identified member of one of the Local's caucuses (see section D);
- (c) be a member of the Bargaining Committee;
- (d) engage and represent members who identify with a traditionally marginalized or oppressed constituency or an underrepresented member group;
- (e) liaise with campus and community groups to engage and educate members on identity-related issues;
- (f) facilitate the formation of, and provide support to, caucuses and caucus members;
- (g) represent the Local in complaint procedures (see A.2.2 and A.3.2);
- (h) if there are active caucuses, meet with the chairs of all caucuses at least once per month; and

(i) bring forward, at all Executive Committee meetings, the concerns, issues, and ideas of members of the Local's caucuses and act as representative for their interests.

#### B.3.11 Health and Safety Officer

The Health and Safety Officer will:

- (a) chair and call meetings of the Health and Safety Committee;
- (b) be a member of the Communications Committee;
- (c) represent the Local at the Central Joint Health and Safety Committee (CJHSC);  
and
- (d) complete certification to perform health and safety inspections at the University of Guelph as outlined in the Occupational Health and Safety Act (1990) and the Workplace Safety and Insurance Act (1997).

#### B.3.12 Past Executive Officer

The Past Executive Officer will:

- (a) have been a member of the Executive Committee during its most recent term;
- (b) not be required to be a member of the Local;
- (c) aid in transitioning the Local from one fiscal year to the next;
- (d) be a non-voting member of the Executive Committee but otherwise have and be entitled to all of its rights and privileges;
- (e) attend meetings where and when possible and not be subject to the rules that govern other members of the Executive Committee regarding participation and attendance on Local committees;
- (f) participate in other committees of the Local where their schedule permits; and
- (g) provide advice, information, assistance, guidance, or training to any member of the Executive Committee upon request.

#### B.3.13 Member Representative

Each Member Representative (4) will:

- (a) be a member of committees and groups that the Local participates in at the University and in the wider community (these groups may include, but are not limited

to, the Human Rights Advisory Group, Central Joint Health and Safety Committee, Employment Equity Committee, Advisory Committee on the Code of Ethical Conduct, and the Guelph and District Labour Council); and

(b) be a member of the Communications Committee and 1 of either the Bargaining Committee, Bylaws Committee, or Labour/Management Committee (External).

## B.4 Other Officers

The other officers of the Local, apart from those who form the Executive Committee, are the Local's Trustees and the Elections Officer.

### B.4.1 Trustees

(a) The terms of office for Trustees will be so that one Trustee serves for a period of 3 years, one for 2 years, and one for 1 year (CNC B.2.4). Each year thereafter, the Local will elect a new Trustee for a 3 year period. No member who has had signing authority for the Local will be eligible to run for the position of Trustee.

The Trustees will:

(b) act as an auditing committee on behalf of the members and audit the files and accounts of the Finance Officer, Vice-President Internal, and any of the Local's committees at least once every calendar year;

(c) receive an honorarium as outlined in the Local's policies;

(d) make a written report of their findings to the first membership meeting following the completion of each audit;

(e) submit in writing to the President and Finance Officer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's funds, records, and accounts are being maintained with generally accepted accounting principles (GAAP);

(f) be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;

(g) ensure that proper financial reports have been given to the membership;

(h) audit the record of attendance;

(i) inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;

(j) will attend at least 2 workshops offered by CUPE that focus on Local finances one of which must focus on the role of the Trustee; and

(k) send to the National Secretary-Treasurer, with a copy to the assigned CUPE National Representative, the following documents: Completed Trustee Audit Program, Completed Trustees' Report, Finance Officer's Report to the Trustees, Recommendations made to the President and Finance Officer of the Local, Finance Officer's response to recommendations, Concerns that have not been addressed by the Local Executive Committee. (CNC B.3.10-12)

#### B.4.2 Elections Officer

The Elections Officer (Chief Returning Officer) will:

- (a) be responsible for all democratic procedures as outlined in these bylaws including, but not limited to, any voting, elections, acclamations, appointments, recalls, referenda, petitions, or mandates except where otherwise indicated in these bylaws (see B.2 and F);
- (b) receive an honorarium as outlined in the Local's policies;
- (c) work with the CUPE National Representative as necessary to ensure that the Local's democratic procedures are conducted in accordance with the CUPE National Constitution;
- (d) maintain all online voting platform memberships and coordinate all related expenses with the Finance Committee;
- (e) represent the Local in complaint procedures (see A.3.2);
- (f) not have been a member of the Executive Committee during its most recent term; and
- (g) will not have their vote count except in the event of a persisting tie vote (see F.3).

## B.5 Training

Executive Committee members will be required to attend:

(a) mandatory training and orientation (as determined by the Executive Committee) before their official installation; if a member of the Executive Committee should fail to complete this training without having submitted good reasons, they will not be installed and their position will be declared vacant;

(b) any ongoing training as outlined in section B.3; and

(c) an orientation session with the Vice-President Internal before they have access to files, emails, or any documents that they will require to perform their duties.

## **C. Committees**

All Local committees will:

- (a) be chaired by members of the Executive Committee;
- (b) report to the Executive Committee and to members at membership meetings;
- (c) meet at least once per month unless otherwise specified, and
- (d) require a quorum constituted of the majority of voting members to make decisions.

### **C.1 Permanent Committees**

The permanent committees of the Local are (in alphabetical order):

Bargaining Committee  
Bylaws Committee  
Communications Committee  
Equity Committee  
Executive Committee  
Finance Committee  
Grievance Committee  
Health and Safety Committee  
Labour/Management Committee (External)  
Labour/Management Committee (Internal)  
Negotiating Committee(External)  
Negotiating Committee (Internal)  
Stewards Committee  
Strike Committee

### C.1.1 Bargaining Committee

The Bargaining Committee will:

- (a) be chaired by the President and consist of, at minimum, the Grievance Officer, Past Executive Officer, Unit Steward (1), Equity Officer, and Member Representative (1).
- (b) be responsible for developing a strategy for upcoming negotiations of the Collective Agreement;
- (c) recruit members for the Negotiating Committee;
- (d) prepare a set of priorities in advance of negotiations with the Employer and present these priorities at a membership meeting before the expiration of the current Collective Agreement; and
- (e) become a support and/or research committee for the Negotiating Committee when it is active.

### C.1.2 Bylaws Committee

The Bylaws Committee will:

- (a) be chaired by the President and consist of, at minimum, the Finance Officer, Unit Steward (1), and Member Representative (1);
- (b) interpret the Local's bylaws when requested by either the Executive Committee or the membership;
- (c) draft any policies of the Local that do not relate to a specific committee and submit them to the Executive Committee for approval;
- (d) make recommendations to the Executive Committee about changes to the bylaws and incorporate its feedback before making recommendations to the membership; and
- (e) make any changes requested by CUPE National before ratifying the bylaws through a vote of the Local membership.

### C.1.3 Communications Committee

The Communications Committee will:

- (a) be co-chaired by the Vice-President External and Vice-President Internal and consist of, at minimum, the Unit Steward (1), the Member Representatives (4), and the Health and Safety Officer;
- (b) plan, organize, and run social and other events for the Local;
- (c) draft, revise, and finalize a monthly newsletter for distribution for stewards; and
- (d) report to the Executive Committee on groups that the Local participates in at the University in the wider community (these groups may include, but are not limited to, the Human Rights Advisory Group, Central Joint Health and Safety Committee, Employment Equity Committee, Advisory Committee on the Code of Ethical Conduct, and the Guelph and District Labour Council).

### C.1.4 Equity Committee

The Equity Committee will:

- (a) create a mandate and submit it to the Vice-President Internal to be published on the Local's website;
- (b) be chaired by the Equity Officer and consist of, at minimum, all chairs of permanent and special caucuses of the Local; and
- (c) prepare reports and recommendations to be submitted by the Equity Officer to the Executive Committee.

### C.1.5 Executive Committee

For more information about the Executive Committee see B.3.

### C.1.6 Finance Committee

The Finance Committee will:

- (a) be chaired by the Finance Officer and consist of, at minimum, the President and any members of the Executive Committee designated with signing authority for financial documents;
- (b) require its members to attend at least 2 workshops offered by CUPE that focus on Local finances;

- (c) meet weekly;
- (d) ensure that all members of the Executive Committee designated with signing authority for financial documents are bonded through the master bond held by CUPE National (any officer who cannot qualify for the bond will be disqualified from having signing authority for financial documents); (CNC B.3.5)
- (e) pay all of the Local's bills, dues, taxes, per capita payments, and anything that has been approved as part of the Local's annual budget;
- (f) review all of the Local's accounts at each of its meetings to ensure that the activity conforms to established practices;
- (g) manage the use of the Local's credit card;
- (h) supervise the administration of or administer member benefits;
- (i) process the payroll for all of the Local staff and officers on a biweekly basis;
- (j) work with the Local's Trustees and provide information for the purposes of their annual report to CUPE National; and
- (k) participate in an annual financial review.

#### C.1.7 Grievance Committee

The Grievance Committee will:

- (a) be chaired by the Grievance Officer and consist of, at minimum, the President, and the Unit Stewards;
- (b) require its members to attend at least 2 workshops offered by CUPE that focus on grievances and the grievance process;
- (c) oversee the handling of all Local grievances in accordance with the Local's Collective Agreement;
- (d) prepare a report on the status of all grievances to be submitted to the Executive Committee by the Grievance Officer;
- (e) prepare a report on the status of grievances to be presented at membership meetings; and

(f) compose and put forward motions for discussion at Executive Committee meetings about any grievances that the Grievance Committee requests either be filed for or withdrawn from arbitration.

### C.1.8 Health and Safety Committee

The Health and Safety Committee will:

- (a) be chaired by the Health and Safety Officer and consist of, at minimum, the Vice-President External;
- (b) coordinate with the Grievance Committee and Labour/Management Committee (External) around issues of health and safety for members and bring any issues to the Central Joint Health and Safety Committee (CJHSC) on behalf of the Local; and
- (c) report to the Executive Committee about the proceedings of the CJHSC.

### C.1.9 Labour/Management Committee (Internal)

The Labour/Management Committee (Internal) will:

- (a) be chaired by the President and consist of the entire Executive Committee;
- (b) appoint up to 5 members of this committee to represent Local 3913 as the employer during contract negotiations with Local staff; and
- (c) operate in a manner consistent with the terms established in any Collective Agreement that the Local has with its staff.

#### C.1.10 Labour/Management Committee (External)

The Labour/Management Committee (External) will:

- (a) be chaired by the President and consist of, at minimum, the Vice-President External, Unit Stewards (2), and Member Representative (1);
- (b) appoint 3 members of this committee to represent Local 3913 during Labour/Management Committee meetings (as outlined in the Collective Agreements with the University of Guelph);
- (c) prepare agendas for Labour/Management Committee meetings (as outlined in the Collective Agreements with the University of Guelph);
- (d) communicate with and represent the interests of the Grievance Committee and the Communications Committee; and
- (e) operate in a manner consistent with the terms established in the Local's Collective Agreements with the University of Guelph.

#### C.1.11 Negotiating Committee (External)

The Negotiating Committee (External) will:

- (a) prepare collective bargaining proposals and negotiate a Collective Agreement with the Employer;
- (b) require its members to attend at least 2 workshops offered by CUPE that focus on collective bargaining;
- (c) be chaired by the President and consist of, at minimum, the Vice-President Internal, and CUPE National Representative;
- (d) have a membership consistent with the terms established in the Local's Collective Agreements with the University of Guelph;
- (e) be established at least 6 months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Collective Agreement has been ratified and signed; and
- (f) communicate with the Local's membership about the progress of bargaining by providing regular updates (based on the agreed upon schedule of meetings with representatives from the University of Guelph).

#### C.1.12 Negotiating Committee (Internal)

The Negotiating Committee (Internal) will:

- (a) be chaired by the President and consist of, at minimum, the Grievance Officer, Vice-President Internal, and, when possible, the Past Executive Officer;
- (b) be established at least 6 months prior to the expiry of the Local's Collective Agreement with its staff and automatically disbanded when a new Collective Agreement has been ratified and signed;
- (c) prepare collective bargaining proposals and negotiate a Collective Agreement with the Union representing its staff; and
- (d) communicate with the Executive Committee about the progress of bargaining by providing regular updates.

#### C.1.13 Stewards Committee

The Stewards Committee will:

- (a) be co-chaired by Unit Stewards and consist of all College Stewards;
- (b) organise, train, and coordinate a network of stewards that includes all Unit, College, and Department Stewards;
- (c) disseminate the Local's monthly newsletter in coordination with the Communications Committee and via Department Stewards; and
- (d) become the Strike Committee beginning on the date of termination of a Collective Agreement.

#### C.1.14 Strike Committee

The Strike Committee will:

- (a) be co-chaired by Unit Stewards and consist of at minimum the President and all College Stewards;
- (b) organize workshops offered by CUPE that focus on strike preparation;
- (c) plan and organize all aspects of a possible strike; and
- (d) plan, organize, and run social and other events related to collective bargaining.

## C.2 Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting or by the Executive Committee. At least 1 member of the Executive Committee will sit on any special committee.

## **D. Caucuses**

All caucuses of the Local will:

(a) have the focus of a traditionally marginalized or oppressed constituency or an underrepresented member group (all members of a caucus must self-identify as members of the constituency that the caucus represents except in the case of underrepresented member groups);

(b) be chaired by a member of that caucus. All caucus chairs will report to the Equity Committee and receive an honorarium as outlined in the Local's policies; and

(c) elect or appoint their chairs through the same processes and procedures that the Local uses to elect members of its Executive Committee (see F); only those who self-identify as members of a specific caucus are permitted to vote to elect or appoint its chair (see F.3.d).

### **D.1 Permanent Caucuses**

The permanent caucuses of the Local are (in alphabetical order):

Graduate Service Assistant (GSA-1) Caucus

International Teaching Assistant (ITA) Caucus

Members with Disabilities Caucus

Queer Caucus

Undergraduate Teaching Assistant (UTA) Caucus

Women's Caucus

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## D.2 Special Caucuses

A special caucus may be established for a specified constituent group by petition to the Executive Committee as long as it represents members of a traditionally marginalized or oppressed constituency or an underrepresented member group.

## **E. Stewards**

### **E.1 Unit Stewards**

For more information about Unit Stewards see B.3.7.

## E.2 College Stewards

The College Steward (8) will:

- (a) be a member of the Stewards Committee;
- (b) have the option to attend and participate as an ad hoc member of the Executive Committee; College Stewards may attend and vote at any Executive Committee meeting but will not count toward quorum (see B.3.3 for more information about quorum at Executive Committee meetings);
- (c) receive an honorarium as outlined in the Local's policies;
- (d) sit on at least 1 other committee of the Local except for the Grievance Committee and either of the Labour/Management Committees;
- (e) call and chair meetings of the Department Stewards in the College that they represent at least once per semester;
- (f) recruit departmental stewards; and
- (g) represent 1 of the University of Guelph's Colleges or the University of Guelph-Humber:

College of Business and Economics (CBE)

College of Biological Science (CBS)

College of Arts (COA)

College of Physical and Engineering Science (CPES)

College of Social and Applied Human Sciences (CSAHS)

Ontario Agricultural College (OAC)

Ontario Veterinary College (OVC)

University of Guelph-Humber (UGH)

### E.3 Department Stewards

The Department Steward will:

- (a) attend and report at meetings of Department Stewards in their College at least once each semester;
- (b) receive an honorarium as outlined in the Local's policies;
- (c) attend any meetings called by a Unit Steward;
- (d) attend all membership meetings;
- (e) read and be familiar with the Collective Agreement and refer all questions from members in their department to the appropriate Local representative;
- (f) communicate with members on behalf of the Local (including information about upcoming events and distributing the monthly newsletter); and
- (g) update and maintain their departmental bulletin board.

## **F. Democracy**

### **F.1 Nomination**

(a) A call for nominations will be made at the Fall Membership Meeting (FMM). The date for the Winter Membership Meeting (WMM) will be announced at this time for the purposes of defining a deadline for nominations.

(b) Nominations must be received before the General Membership Meeting (GMM) held in the Winter semester (WMM). If a position is uncontested or if there are no candidates declared for a position, at the end of the nominating period, the deadline for nominations for these positions will be extended by 1 week.

(c) Completed nomination forms must be submitted to the Elections Officer before the campaigning period begins by either mailing them to the Local's office or emailing them to the Elections Officer. Incomplete or late nomination forms will not be accepted under any circumstances.

(d) To be eligible for nomination, the nominee and both nominators must be members. (CNC B.8.1, B.8.2, B.8.3)

(e) The Elections Officer will notify each individual nominee of their candidacy and their eligibility to campaign for election. Nominees will not be eligible for election until their nomination forms have been certified and signed by the Elections Officer and they have been notified.

## F.2 Campaigning

(a) The campaigning period will be set for a period of 30 days between the Winter Membership Meeting (WMM) and a date set for the voting period by the Executive Committee in consultation with the Elections Officer.

(b) Once voting has begun there will be no further campaigning. Any violation of this rule by a candidate will result in disqualification. The Elections Officer will review and rule on these violations.

### F.3 Voting

(a) All voting will be held online and will preserve the anonymity of voters (secret ballot). Voting will take place in person only as the result of a motion carried at a membership meeting.

(b) Voting for the election of officers, stewards (College and Department), and caucus chairs will take place over a period of 2 weeks following the campaigning period. The Executive Committee, in consultation with the Elections Officer, will set the voting period.

(c) When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

(d) Voting can only take place in situations where it is reasonable for a vote to be called. Ballots, online or otherwise, will be cast in secret.

(e) Eligible voters must be members of the Local, caucus, or other constituency that they represent in order to be eligible to vote.

(f) If voting takes place in person, voting to fill one office will be conducted and completed and recounts dealt with before balloting may begin to fill another office.

(g) A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

(h) In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, the Elections Officer's vote (recorded at the time of the election with the other ballots) will break the tie.

(i) Any member may request a recount of the votes for any election.

#### F.4 Election

(a) Election, as a term used in these bylaws and by members of the Local in its official capacity, will only refer to the election of the Local's officers.

(b) At the Fall Membership Meeting (FMM) the membership will elect an Elections Officer. If no one is elected or acclaimed at the FMM the Executive Committee will appoint a member to the position at least 1 month before the Winter Membership Meeting (WMM).

(c) The Elections Officer will have full responsibility for voting arrangements and will treat information submitted to them in connection with their responsibilities as confidential. The National Representative assigned to the Local may serve as an advisor to the Elections Officer.

(d) All election complaints by members will be submitted in writing to the Elections Officer as soon as possible. Under no circumstances will a complaint be valid if it is filed later than 1 week after the voting period has ended. The Elections Officer, in conjunction with the National Representative, will investigate the complaint and issue a ruling as soon as practical and report the ruling at the next regular membership meeting.

## F.5 Acclamation

(a) Acclamation is a separate and a distinct practice from election. Election can only occur when there are 2 or more candidates nominated for a position. A member may be acclaimed to a position when they are the only candidate for nomination.

(b) Voters will vote either in favour of or in opposition to the candidate's acclamation.

(c) Nominees who are not acclaimed to a position by the Local's membership cannot be appointed to that position by the Executive Committee.

## F.6 Installation

All officers will be announced at the Annual Membership Meeting (AMM). All officers will be installed on the first day of the new fiscal year and the term of their position will conclude at the beginning of the next fiscal year (usually 1 calendar year). The term for trustees is outlined in B.4.1.

## F.7 By-election

If there should be no nominations for a position, that position will be declared vacant and a by-election will be held at either the Annual Membership Meeting (AMM), the next general membership meeting, or a special membership meeting (held after the end of the voting period) for this purpose. If the position remains vacant the Executive Committee may fill it by appointment.

## F.8 Appointment

(a) Appointment takes place in between elections and appointed positions are considered to be interim. An appointed member will take up a position from the date of appointment until the end of the term of the position to which they are appointed.

(b) In situations where a member comes forward and requests to be appointed to a position to which they are not a constituent member (of a bargaining unit or college only), the Executive Committee may appoint that member only if a constituent member does not also make a request. If a constituent member should declare interest before the next election, that member will be appointed to the position and the incumbent must resign.

(c) The appointment process is as follows:

A member of the Local must declare, in writing, to the Executive Committee that they are interested in a vacant position.

The Executive Committee will advise the member of its next meeting at which the appointment will be brought forward as a motion.

If no other member of the Executive Committee is willing to make the motion the President will step down as chair and make the motion for appointment. The President will then ask for someone to second the motion. If the motion is not seconded the appointment will not proceed.

If the motion proceeds, the member seeking appointment will give a brief speech (up to 2 minutes in length) declaring their interest for the position.

The member seeking appointment will leave the room after they have given their statement and the Executive Committee will discuss the motion and vote.

If the member is appointed, their term will begin immediately but they will not be able to vote until the following Executive Committee meeting.

## F.9 Recall

- (a) Any member of the Executive Committee, steward, caucus chair, officer, or other representative of the Local can be nominated for recall by a 2/3 vote of the Executive Committee or by petition.
- (b) A recall vote will take place at the next regular membership meeting or a Special Membership Meeting (SMM) called for this purpose.
- (c) All members nominated for recall will have the opportunity to speak for up to 10 minutes.
- (d) A representative from the group who has nominated the member for recall must speak at the meeting for up to 10 minutes and must outline the reasons for recalling the member.
- (e) A recall vote will be conducted in person at a membership meeting by secret ballot and supervised by the Elections Officer and CUPE National Representative (the results will be announced immediately).
- (f) The member will be recalled if a majority of the ballots are cast in favour of recall.
- (g) A recall of any member of the Local will immediately remove the member from the office or position to which they were elected and that office or position will be declared vacant.
- (h) A by-election must be held for any position which falls vacant as the result of a recall (the Executive Committee cannot fill the position by appointment).

## **G. Finances**

### **G.1 Dues**

(a) Monthly dues will be a percentage of regular wages. The exact amount of the Local's dues are recorded in its policies. (CNC B.4.3)

(b) Regular monthly dues may be amended by referendum vote. The vote must be by secret ballot. Notice of at least 1 week at a previous meeting or 60 days in writing must be given. (CNC B.4.3)

(c) Any change to the amount of the Local's dues will be recorded in its policies.

## G.2 Honoraria

(a) Honoraria are a part of the Local's budget.

(b) Honoraria can only be set or changed by motion by the membership at an Annual Membership Meeting (AMM) (this motion must be separate from a motion to approve the annual budget).

(c) The Local's policies will be updated to reflect any changes in honoraria.

### G.3 Funds

The Local will have a Strike Fund and a Legal Fund.

#### G.3.1 Strike Fund

(a) A Strike Fund composed of an amount generated from a set percentage of members' salaries, and deducted from the dues of the Local, will be kept, in non-equity investments, in a separate account at a credit union or other chartered, government-insured financial institution.

(b) The percentages of members' salaries which are deducted for deposit in the Strike Fund will be:

When the balance in the Strike Fund is less than \$50,000, 12% of members' dues will be deposited from each dues payment.

When the balance in the Strike Fund is between \$50,000 and \$150,000, 8% of members' dues will be deposited from each dues payment.

When the balance in the Strike Fund is between \$150,000 and \$250,000, 4% of members' dues will be deposited from each dues payment.

When the balance in the Strike Fund reaches \$250,000, deposits from each dues payment will stop.

When the balance in the Strike Fund subsequently falls below \$250,000, the Local will resume depositing monies in the fund.

For the purpose of calculating the amount to be deposited in the Strike Fund, the balance in the Strike Fund will be understood to mean the total of all cash, assets, and investments in the Strike Fund on the day the Local dues payment is received.

(c) Interest generated from the Strike Fund will remain in the fund.

(d) The Finance Committee will be responsible for monitoring the Strike Fund, and will have the authority to move the fund between institutions or accounts where the Executive Committee deems such change to be warranted or prudent. Any such change will be ratified by the membership at the next general meeting.

(e) Expenditures from the Strike Fund will be in accordance with the Local's strike policy (B.2.2).

(f) Beginning on the date of termination of a Collective Agreement, the Executive Committee, in consultation with the Negotiating Committee, will be authorized to spend up to \$20,000 from the Strike Fund to prepare for a possible strike.

(g) In addition to the amount authorized in (f), where so approved at a membership meeting, and not more than once in any fiscal year, the Executive Committee may spend up to \$25,000 from the Strike Fund for special projects or campaigns related to negotiating support in preparation for a possible strike.

(h) In addition to any amounts authorized in (f) and (g) and in the event that the Local's Legal Fund is exhausted the Executive Committee may authorize the payment of all expenses relating to grievances and arbitrations to an amount not to exceed the interest on the Strike Fund in the previous fiscal year.

### G.3.2 Legal Fund

(a) A Legal Fund composed of an amount generated from a set percentage of members' salaries, and deducted from the dues of the Local, will be kept, in non-equity investments, in a separate account at a credit union or other chartered, government-insured financial institution.

(b) The percentages of members' dues which are deducted for deposit in the Legal Fund will be:

When the balance in the Legal Fund is less than \$10,000, 12% of members' dues will be deposited from each dues payment.

When the balance in the Legal Fund is between \$25,000 and \$75,000, 8% of members' dues will be deposited from each dues payment.

When the balance in the Legal Fund is between \$75,000 and \$125,000, 4% of members' dues will be deposited from each dues payment.

When the balance in the Legal Fund reaches \$125,000, deposits from each dues payment will stop.

When the balance in the Legal Fund subsequently falls below \$125,000, the Local will resume depositing monies in the fund.

For the purpose of calculating the amount to be deposited in the Legal Fund, the balance in the Legal Fund will be understood to mean the total of all cash, assets, and investments in the Legal Fund on the day the Local dues payment is received.

(c) Interest generated from the Legal Fund will remain in the fund.

(d) The Finance Committee will be responsible for monitoring the Legal Fund, and will have the authority to move the fund between institutions or accounts where the Executive Committee deems such change to be warranted or prudent. Any such change will be ratified by the membership at the next general meeting.

(e) Expenditures from the Legal Fund will be proposed by either the Finance Committee or the Executive Committee and approved by the Executive Committee. The fund may be used in relation to any legal services that the Local undertakes. These services may include, but are not limited to, fees for grievance and arbitration services, fees for lawyers and other legal professionals, settlement amounts, and any goods or services needed in order to properly carry out legal services at the Local.

#### G.4 Expenditures

(a) Funds can only be spent for valid purposes of the Local under the following circumstances:

When the expenditure is part of a budget approved by members at a membership meeting.

When these bylaws approve the expenditure.

Through a vote of the majority of members present and voting at a membership meeting. (CNC B.4.4)

(b) No officer or member of the Local will be allowed to spend any Local funds without first having received authorization from the Finance Committee.

## G.5 Donations

(a) The Finance Committee will make recommendations to the Executive Committee for grants, donations, or contributions to members or causes outside of CUPE equal to or less than \$100.

In the case of a grant, donation, or a contribution to a member(s) or a cause(s) outside of CUPE greater than \$100, 3 scenarios are possible:

(b) A motion will be made at a regular membership meeting; or

(c) A committee, through its chair, may use the funds set aside in its budget to make a grant, contribution, or donation of up to 1/4 of the total amount of its budget; and/or

(d) A committee, through its chair, may place a motion before the Executive Committee to use money from a non-committee budget category to make a donation to either add to the amount being contributed by that committee or to make a standalone grant, donation, or contribution.

In keeping with the commitments of the Local as outlined in the Preamble to these bylaws grants, donations, or contributions of money to individuals and groups must be based on the following guidelines:

(e) Solicitations from the organizations and individuals representing the labour and social justice will be considered.

(f) Organizations and individuals representing labour will only be considered if they are making requests for strike support or solidarity. Appeals from striking union locals will be placed on the agenda of the first available membership meeting for consideration.

(g) Social justice causes will only be considered if they are from organizations or individuals working towards any of the goals outlined in the CUPE Constitution. (CNC 2.1)

(h) Causes which are substantially local in nature will have the highest priority.

(i) Normally only 1 donation per year will be made to the same organization or individual.

(j) Only appeals for donations in aid of a cause or activity of a secular nature will be considered.

(k) Financial contributions will not be made directly to any political party or candidate.

(l) Appeals from other CUPE Locals for funds to assist an individual member (usually coming through the Personal Appeals process via CUPE Ontario) will not be subject to motion a membership meeting and will be handled directly at meetings of the Executive Committee and presented at those meetings by the Finance Committee.

(m) Appeals need not be presented in person but may be presented by proxy or other media, provided the appeal is placed on the agenda of the meeting (see section B for more information about the guidelines for submitting agenda items).

(n) Donations will not exceed the amounts allotted for them in the budget of the Local without the notification and consent of the membership.