

Bylaws

University of Toronto Education Workers,
C.U.P.E. Local 3902

Membership Approval
10 April 2012

National President Approval
23 May 2012

BY EMAIL

May 23, 2012

Wayne Dealy
Chair
CUPE Local 3902

Dear Brother Dealy:

I am writing in response to your email letter of April 11, 2012, with which you submitted for approval the bylaws of Local 3902, amended in accordance with my earlier comments. My appreciation to the members for dealing with my concerns!

The additional amendments submitted with your recent letter were reviewed and are in compliance with the National Constitution.

The bylaws are now in conformity with the National Constitution and I am pleased to confirm my approval of them, in accordance with Article XIII.

In solidarity,



PAUL MOIST
National President

:nl/cupe 491
c.c. : B. Atkinson; G. Hewitt; R. Ward; C. Ribiero

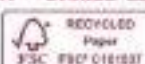


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ARTICLE 1: NAME

- 1.1 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 2: GOVERNING AUTHORITY

- 2.1 The Local is a chartered local of the Canadian Union of Public Employees. These Bylaws shall conform in all respects with 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.
- 2.2 The activities of the Local shall be in conformity with the Constitution and Bylaws of the Canadian Union of Public Employees and the Local.
- 2.3 The Canadian Union of Public Employees shall hereinafter be referred to as “the Union”.

ARTICLE 3: OBJECTIVES

- 3.1 The objectives of the Local are as follows:
 - a) to protect, maintain, and advance the interests of the members of the Local;
 - b) to regulate relations between the Employer and the employees by means of collective bargaining and joint consultation;
 - c) to assist in improving the quality of education at the University of Toronto by means of active participation in the determination of teaching methods, curriculum, and course content;
 - d) to develop and maintain professional standards of skill, to maintain fair rates of pay and terms and conditions of employment for its members in recognition of their skill, and to work to ensure work opportunities for members within its jurisdiction;
 - e) to act as a lobbying agent on behalf of its members to all appropriate outside agencies which are responsible for, or which have an interest in, post-secondary education issues (such as funding, access, and quality) in the province of Ontario;
 - f) to take such actions as are necessary and/or appropriate to advance the labour movement as a whole, and
 - g) to do all things necessary to the attainment of the above objectives.

ARTICLE 4: ORGANIZATIONAL STRUCTURE

- 4.1 The governing bodies of the Local shall consist of the following:
 - a) The membership;
 - b) Stewards' Council;
 - c) The Executive Committee; and
 - d) Other committees and caucuses.

- 4.2 The plenary authority of the Local shall rest with the membership of the Local. Such authority shall be exercised in properly constituted membership meetings and referenda, in accordance with these Bylaws.
- 4.3 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 5: MEMBERSHIP

- 5.1 The membership of the Local shall consist of all persons employed under the terms of the scope clauses of Local's Collective Agreements who have applied for and been admitted into membership
- 5.2 The Local consists of the following bargaining units:
- a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
- 5.3 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 ("the University") or for any programme sponsored by 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.
- 5.4 Any member whose employment terminates may retain her or his membership for twelve (12) months from the date of last employment.
- 5.5 No person shall be excluded from membership because of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, religious or political affiliation or belief, sex, gender, marital or parental status, number of dependants, HIV/AIDS or AIDS-related illness, sexual identity, gender identity, personal appearance, mode of dress, place of residence, academic school of thought, criminal record, physical disability; nor by reason of activity or non-activity in the Union or Local.
- 5.6 No person otherwise eligible for membership in the Local shall be admitted to membership if she or he has been fined, suspended, or expelled by the Union or any Local of the Union until she or he has complied with the terms of such fine, suspension, or expulsion.

- 5.7 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 her or his behalf.

ARTICLE 6: MEMBERSHIP MEETINGS

6.1 GENERAL MEMBERSHIP MEETINGS

- a) General meetings shall be held at least once between September 1st and December 31st, and at least once between January 1st and April 30th.
- b) 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, and staff of the Local, except that the members in good standing in attendance may vote by a 2/3 majority of votes cast to admit an individual non-member.
- c) 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, and a majority of votes cast shall be sufficient to determine a decision.
- d) 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 two of the four units.
- e) Calling and Petitioning General Meetings
 - i. General meetings may be called at any time by the Chair, by majority vote of the Executive Committee, or by the Executive Committee upon receipt of a written petition signed by not fewer than one hundred (100) members in good standing or 50% of a bargaining unit, whichever is less.
 - ii. Such a petition 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 the meeting and notice that no business shall be transacted at the meeting other than that for which the meeting is called and notice given.
 - iii. No more than twenty-five percent (25) of the signatories may be from any one department of work, unless the petition is signed by at least 50% of a bargaining unit.
 - iv. Upon receipt of a properly constituted petition, the Executive Committee shall call a general meeting to take place within fifteen (15) working days.

6.2 ANNUAL GENERAL MEETING

- a) The Executive Committee shall call an Annual General Meeting to be held within forty-five (45) days of the end of the fiscal year for the purpose of reporting to the membership on the business transacted during the previous year, and the election of the Executive Committee. Written notice of the Annual General Meeting shall include notice that nominations for the Executive Committee are open as of 15 February, and shall include a statement of the method of making nominations.

- b) At the Annual General Meeting, the Secretary-Treasurer shall submit to the membership for approval all reports and proposals he or she is required to prepare for the Annual General Membership Meeting, as detailed in Article 7.8.
- c) At the Annual General Meeting, the membership shall appoint the Local's auditors for the following fiscal year.

6.3 UNIT MEETINGS

- a) A meeting of members of each bargaining unit shall be held at least once between September 1st and April 30th.
- b) Unit meetings shall be closed to all but unit members in good standing, members of the Local Executive Committee, Local Trustees, 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, and staff of the Local, except that the unit members in good standing in attendance may vote by a 2/3 majority of votes cast to admit an individual non-member.
- c) Every unit member in good standing in attendance is entitled to vote on any issue which arises at a unit meeting.
- d) Except where otherwise provided for in these Bylaws, voting shall be by show of hands, and a majority of votes cast shall be sufficient to determine a decision.
- e) Quorum
 - i. Unit 1: Thirty (30) unit members in good standing shall constitute quorum at a Unit 1 meeting for the transaction of business.
 - ii. Unit 2: Three (3) unit members in good standing shall constitute quorum at a Unit 2 meeting for the transaction of business.
 - iii. Unit 3: Eight (8) unit members in good standing shall constitute quorum at a Unit 3 meeting for the transaction of business.
 - iv. Unit 4: Five (5) unit members in good standing shall constitute quorum at a Unit 4 meeting for the transaction of business.
- f) Calling and Petitioning Unit Meetings
 - i. Unit meetings may be called at any time by the Chair, by majority vote of the Executive Committee, or by the Executive Committee upon receipt of a written petition signed by not fewer than seventy-five (75) Unit 1 members in good standing, five (5) Unit 2 members in good standing, ~~or~~ twenty-five (25) Unit 3 members in good standing, or ten (10) Unit 4 members in good standing as the case may be.
 - ii. Such a petition 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 the meeting and notice that no business shall be transacted at the meeting other than that for which the meeting is called and notice given.
 - iii. For Units 1 and 3, no more than twenty-five percent (25%) of the signatories may be from any one department of work.

- iv. Upon receipt of a properly constituted petition, the Executive Committee shall call a unit meeting to take place within fifteen (15) working days.

6.4 NOTICE

- a) Written notice of the date, time, and place of any general membership or unit meeting shall be given to applicable members, including notices on Local bulletin boards, not later than seven (7) days previous to the meeting, except for unit meetings called for the consideration of contract offers immediately previous to and during strikes.
- b) Placing an advertisement in any of the *Guardian*, *Varsity*, *Newspaper*, or *Bulletin* shall be sufficient to satisfy the requirement that notice be given to all members.
- c) Notice shall also be given on the Local website and through the email lists maintained by the Local but email/website notice shall not substitute for the written notice required in 6.4 (a) and 6.4 (b).
- d) Notice shall also be given, where possible, on Local bulletin boards.
- e) “Immediately previous to” shall mean fewer than seven (7) days previous to the date upon which strike action is scheduled to commence.

ARTICLE 7: OFFICERS

- 7.1 The Officers of the Local shall be the: Chair; Vice-Chair, Unit 1 and 2; Vice-Chair, Unit 3 and 4; Secretary-Treasurer; Communications and Recording Secretary; External Liaison Officer; Internal Liaison Officer; Grievance Officer; and three (3) Trustees.

7.2 EXECUTIVE COMMITTEE

- a) The Executive Committee shall include all officers, except Trustees
- b) A majority of the members of the Executive Committee shall constitute quorum for the transaction of business.
- c) The Executive Committee shall meet, at a minimum, once per month during the months of June, July and December, and once every two weeks at all other times, or as often as the membership or the Executive Committee deems necessary.
- d) 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.
- e) 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, or, between general meetings, Stewards’ Council. 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.
- f) 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 13.
- g) The Executive Committee shall be responsible for the handling and processing of all grievances and for the administration of the Collective Agreements.

- h) The Executive Committee shall make recommendations to the membership regarding the timing of strike votes, the commencement of strike action, and the nature of strike action.
- i) Each member of the Executive Committee shall be responsible to, and shall conform to the deliberations of, the Committee in the carrying out of her or his duties. Each member shall ensure that the Executive Committee be fully informed with regard to her or his activities. In the event that a member of the Executive Committee is unable to fulfill her or his duties, she or he shall ensure that another member or members of the Committee take responsibility for her or his duties. Members of the Executive Committee shall not unreasonably refuse to take responsibility for carrying out these duties. The Executive Committee shall be notified in advance of any delegation of duties and shall approve all reasonable arrangements. The Executive Committee as a whole is responsible for the carrying out of all of the duties contained in Article 7.4.
- j) The Executive Committee shall negotiate and ratify all employment contracts and/or collective agreements between the Local and its employees.
- k) The Chair, the Secretary-Treasurer, and the Vice-Chair designated pursuant to Article 7.2 n) shall be the official signing officers for the Local.
- l) The Executive Committee shall hold title to any real estate of the Local Union as trustees for the Local Union 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.
- m) In the event that a new bargaining unit is granted certification, the Executive Committee shall have the authority to establish, *pro tem*, such structures as may be appropriate and necessary for the purposes of this unit's Collective Bargaining and shall bring by-law amendments regarding the new unit to the next General Membership Meeting for ratification by the membership.
- n) At the first meeting of a newly elected executive, the Executive Committee shall designate one of the Unit Vice-Chairs as the executive member who, in the event that the Chair suffers a prolonged absence, is removed in accordance with Article 8.6 or 8.7, or is otherwise unable to perform her or his duties, will assume the duties of the Chair until such time as the Chair is able to resume her or his duties or is replaced in accordance with Article 8.7.

7.3 EXECUTIVE HONORARIA

- a) The Executive Officers shall each receive an honorarium, the amount of which shall be the equivalent of 420 Hours at the SGSII rate (as specified in the Unit I Collective Agreement) including 4% 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.
- b) 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 her or his

entire term of office she or he shall only receive honorarium proportionate to the actual time spent in office.

- c) In the event that the Local commences a strike, all honoraria to executive officers shall be deferred, effective the first day of strike action. At such time as the strike is officially concluded and the members of the bargaining unit have returned to work, honorarium payments shall recommence and deferred honoraria shall be recompensed in line with the back to work protocol governing striking members' pay.

7.4 DUTIES OF OFFICERS

- a) The **Chair** shall:

- i. Be the chief executive officer of and spokesperson for the Local.
- ii. Preside at all meetings of the Executive Committee and general membership; at her or his discretion, she or he may appoint a chairperson for any meeting.
- iii. 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 staff and administration of the staff Collective Agreement.
- iv. Sign all authorizations, contracts, and other official documents of the Local. In conjunction with the Secretary-Treasurer, she or he shall be responsible for accounting for all funds of the Local.
- v. Be responsible, in concert with the Communications and Recording Secretary and Vice-Chairs, for the calling of all Local meetings, except for meetings of Stewards' Council, and for provision of the required notice for such meetings.
- vi. Be a member of all councils and committees of the Local (or name a designate in his/her place).
- vii. Report to the membership at each general membership meeting regarding the actions of the Executive Committee.
- viii. Be released from up to 280 hours or one FCE (as applicable) of bargaining unit work per term of office, at their discretion, to perform his/her duties better. The Chair cannot take an additional honorarium in *lieu* of release from bargaining unit work.

- b) The **Vice-Chair, Unit 1 and Unit 2** shall:

- i. Oversee and coordinate Unit 1 and Unit 2 orientation, membership campaigns, communications regarding fund deadlines and such other contact as the Executive Committee or Stewards' Council may, from time to time, determine.
- ii. Organize and chair all meetings of Unit 1 and Unit 2.
- iii. Act as a liaison between Unit 1 and Unit 2 and the Executive, ensuring that their concerns and views are reported to the Executive Committee and that Executive Committee decisions and activities are reported in turn.
- iv. Supervise the elections of all Unit 1 and Unit 2 stewards, and shall coordinate, in conjunction with the Grievance Officer, their training and activities.

- v. Be a member of the Labour-Management committee with the employer, Grievance and Mobilization Committees and a non-voting member of Stewards' Council.
 - vi. Be the Local's chief representative to the CGEU/CCGEU and all other organizations exclusively related to Unit 1.
 - vii. Recruit and maintain a Unit 1 and Unit 2 steward lists and ensure Unit representation at Stewards' Council, Unit and membership meetings.
 - viii. Be responsible for organizing and mobilizing Unit 2 in conjunction with the Unit 2 Steward.
- c) The **Vice-Chair, Unit 3 and Unit 4** shall:
- i. Oversee and coordinate Unit 3 and Unit 4 orientation, membership campaigns, communications regarding fund deadlines and such other contact as the Executive Committee or Stewards' Council may, from time to time, determine.
 - ii. Organize and chair all meetings of Unit 3 and Unit 4.
 - iii. Act as a liaison between Unit 3 and Unit 4 and the Executive, ensuring that their concerns and views are reported to the Executive Committee and that Executive Committee decisions and activities are reported in turn.
 - iv. Supervise the elections of all Unit 3 and Unit 4 stewards, and shall coordinate, in conjunction with the Grievance Officer, their training and activities.
 - v. Be a member of the Labour-Management committee with the employer, Grievance and Mobilization Committees and a non-voting member of Stewards' Council.
 - vi. Serve as Chief Delegate to all conventions, councils and meetings of the Canadian Association of University Teachers (CAUT) and all other organizations exclusively related to Unit 3.
 - vii. Recruit and maintain a Unit 3 and Unit 4 steward lists and ensure Unit representation at Stewards' Council, unit and membership meetings.
 - viii. Be responsible for organizing and mobilizing Unit 4 in conjunction with the Unit 4 Stewards.
- d) The **Secretary-Treasurer** shall:
- i. Be the chief financial officer of the Local.
 - ii. Be responsible for the organization and administration of corporate or other instrumentalities designed to purchase or hold real estate on behalf of the Local.
 - iii. Sign all authorizations, contracts, and other official documents of the Local.
 - iv. Ensure that the financial records of the Local are properly maintained, and shall ensure proper accounting for all receipts and disbursements.
 - v. Ensure that a continuous record of all dues payments and any other assessments is kept, and shall ensure that all dues, initiation fees and assessments due to the Union are paid promptly.

- vi. Ensure that 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.
 - vii. Ensure that all bills authorized for payment by the Executive Committee and/or memberships are paid.
 - viii. Submit a written report, at a minimum, quarterly on the finances of the Local to the Executive Committee, and at least twice per fiscal year to the membership in a general membership meeting.
 - ix. 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.
 - x. Submit within seven (7) days upon request by either the Trustees, Chair 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.
 - xi. Ensure that the financial affairs of the Local are conducted in conformity with accepted accounting practices.
 - xii. Ensure that the finances of the Local are audited by an independent auditor once per year.
 - xiii. Cause to be published in the Local newsletter a summary of the audited financial statements of the Local.
 - xiv. 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.
 - xv. Be bonded through the master bond held by the Union. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
 - xvi. Where required, not later than 28 February each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
 - xvii. Notify all members who are one month in arrears and report to the Executive Committee all members two or more months in arrears in the payment of union dues.
 - xviii. On termination of office, surrender all books, records and other properties of the Local to their successor.
- e) The **Communications and Recording Secretary** shall:
- i. Be the chief information and recording officer of the Local
 - ii. Responsible for overseeing all communications technology and computer systems that support the goals and administration of the Local.
 - iii. Be the editor-in-chief of the Local newsletter.

- iv. Ensure the maintenance of the Local's website.
 - v. Cause to be kept a correct, full, and impartial account of the proceedings of meetings of the Executive, Stewards' Council and the membership, in a file which shall be kept 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.
 - vi. Ensure that proper notice is provided to the membership for all meetings and referenda, including strike and ratification votes.
 - vii. Prepare the agenda for each meeting of the Executive Committee and all Membership Meetings, and shall ensure the production and transportation of adequate supplies of relevant supporting documentation for each such meeting.
 - viii. Ensure that 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.
 - ix. Ensure that proper records of all correspondence of the Local are maintained.
 - x. Ensure the maintenance of accurate email lists.
- f) The **External Liaison Officer** shall:
- i. Be charged with keeping informed of legislative and regulatory developments at the provincial and national levels. She or he shall, in cooperation with the Executive Committee, coordinate the Local's response to such developments in consultation with the governing bodies of the Local.
 - ii. Represent, or ensure the Local's representation, in all relevant Councils of the Union.
 - iii. Chair all meetings of convention delegations and shall be the Chief Delegate of the Local delegation to the National Convention of the Union and to the conventions of all 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.
 - iv. Be the Local's liaison with the Union.
 - v. Organize member participation in educational programmes offered by bodies to which the Local is affiliated.
 - vi. Be responsible for developing and maintaining contacts and liaison with local and national media organisations in coordination with other spokespeople of the Local.
- g) The **Internal Liaison Officer** shall:
- i. Be responsible for developing and maintaining contacts and liaison with organizations within the University community and other organisations that the Executive Committee deems necessary or valuable.
 - ii. Be a member of the Mobilization Committee.
 - iii. Be the Local's chief representative to UTEAU.

- iv. Coordinate the Local's engagement with Governing Council and its associated committees and boards.
 - v. Be the Local's chief representative to the Graduate Students' Union
 - vi. Be responsible for developing and maintaining contacts and liaison with media organisations on campus in coordination with other spokespeople of the Local.
 - vii. Oversee and coordinate the appointment or election of, and the activities of, all Local representatives of health and safety committees in conformity with the *Occupational Health and Safety Act*.
- h) The **Grievance Officer** shall:
- i. Oversee the handling and processing of all grievances and other related actions undertaken by the Local and/or its members to enforce the Collective Agreements.
 - ii. Cause adequate records of all grievances conducted by the Local to be maintained in the Local office.
 - iii. Be a member of the Labour-Management committee with the employer and a non-voting member of Stewards' Council.
 - iv. Chair the Grievance Committee.
 - v. Ensure that grievance committee members and departmental stewards receive sufficient training to facilitate their participation in the processing of grievances.
- i) The **Trustees** shall:
- i. Supervise the 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.
 - ii. Successfully complete the CUPE Financial Officers training workshop prior to undertaking an audit.
 - iii. 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 utilize the "Trustees Audit Program" provided by the Union. They shall transmit a copy of such report to the National Secretary-Treasurer.
 - iv. Receive an honorarium of \$500 payable upon completion of the submission of the Trustee report to the National Secretary-Treasurer.

ARTICLE 8: NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

8.1 CHIEF RETURNING OFFICER

- a) At the General Meeting prior to the Annual General Meeting, the membership shall elect by secret ballot at the meeting a Chief Returning Officer (CRO) for Officer elections

- b) The CRO shall hold office until the General Meeting prior to the following Annual General Meeting and shall not stand for re-election.
- c) The CRO shall neither be eligible to be nominated for, nominate, nor second a candidate for any position in an election supervised by the CRO.
- d) Should the CRO resign during his/her term in office, the membership shall elect a new CRO at the next membership meeting.
- e) The CRO shall receive an honorarium of \$500 per year payable upon submission of his/her CRO report at the end of his/her term in office.
- f) The CRO shall have the authority to make and enforce fair and neutral election guidelines in order to ensure that the election is conducted in such a way as to conform to good electoral practice; in particular, ethical campaign standards shall be adhered to, no member's ballot should be identifiable, all ballots should be properly accounted for, and adequate care must be taken for the security of all election materials.

8.2 NOMINATIONS

- a) Nominations for positions on the Executive Committee and for the Trustees shall be open as of 15 February of any year.
- b) Any member in good standing shall have the right to nominate any member in good standing for any position with the exception of Unit Vice-Chairs and Trustee. Eligibility for Unit Vice-Chairs shall be restricted to members in good standing of the respective Units, and no member may stand as a Trustee who served as an Executive Officer in the fiscal year(s) to be reviewed. All nominations must be seconded by a member in good standing. Nominations may be submitted to the CRO in writing, provided that the nomination is clearly signed by nominator and seconder, and by the nominee in acceptance of the nomination. Members not in attendance at a meeting where nominations are open may be nominated for a position, provided that their acceptance of the nomination is submitted in writing to the CRO prior to the Annual General Meeting.
- c) At the Annual General Meeting, the CRO shall advise the members present of the positions to be filled, the members already nominated (if any) for those positions, and shall call for further nominations. The CRO will accept no nomination without first ascertaining that the member nominated accepts the nomination. The CRO shall call three times for nominations for each position. After third call, and hearing no further nominations, the CRO shall declare nominations closed for that position.
- d) Where only one nomination is received for a position, the member nominated shall be declared elected by acclamation. Where more than one nomination is received, an election for that position shall be conducted.

8.3 ELECTIONS

- a) Election of Officers shall take place at the Annual General Meeting, and as otherwise provided herein.
- b) The members campaigning for office shall ensure that their campaigns are conducted legally and ethically.

- c) Each candidate in a contested election shall be entitled to one (1) set of department mailing labels, and sufficient supplies of paper and photocopying to effect a one-page (both sides) campaign mailing to the membership. Candidates shall be allowed access to Local word-processing systems; however, such access shall not take precedence over Union or Local business, and shall not include staff assistance.
- d) Voting shall take place on the tenth working day following the Annual General Meeting. There shall be at least one polling place at each of the St. George, Scarborough (UTSC), and Mississauga (UTM) campuses, and, where requested by the steward, at the Institute for Aerospace Studies.
- e) Each candidate shall be entitled to one (1) scrutineer to observe the counting of the ballots.
- f) The candidate receiving a plurality of votes cast shall be declared elected.
- g) No candidate may be elected to any more than one (1) position.
- h) 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.
- i) Where positions remain unfilled subsequent to the Annual General Meeting, they shall be filled when possible in accordance with Article 8.5.

8.4 TERM OF OFFICE

- a) The term of office for all members of the Executive Committee is May 1 of the year in which their election takes place (see Article 8.3) to April 30 of the following year. Where such election does not take place before April 30, 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.
- b) The term of office for all Trustees is May 1 of the year in which their election takes place (see Article 8.3) to April 30 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 April 30, 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 years.

8.5 VACANCIES

- a) Should any member of the Executive Committee resign or fail to attend three (3) consecutive meetings of the Committee, or seven (7) meetings in total in a year, without acceptable reason for her or his absence, the Executive Committee shall declare her or his position to be vacant, and it shall be filled at the next general membership meeting in the manner outlined in Articles 8.2 and 8.3.
- b) In accordance with Local policy, the Executive Committee may appoint a member in good standing to fill a vacant position *pro tem* until such time as a general membership meeting can be called.

- c) Should any Trustee resign or otherwise leave office, the Executive Committee shall declare her or his position to be vacant, and it shall be filled at the next general membership meeting, in the manner outlined in Articles 8.2 and 8.3.

8.6 RECALL

- a) Any member of the Executive Committee or Trustee may be subjected at any time to review of her or his performance at a general membership meeting. Notice that such a review will take place shall be included in any notice for the general membership meeting at which it will occur. Following such a review, the members present may vote to remove the member of the Executive Committee or Trustee from office.
- b) A majority of two-thirds (2/3) of votes cast in favour of removal is required to remove any member of the Executive Committee or Trustee.
- c) The Executive Committee shall call a general membership meeting within fifteen (15) working days to review the performance of a member of the Executive Committee or Trustee upon receipt of a valid petition requesting a review which contains the signatures of no fewer than fifteen percent (15%) of the members in good standing.
- d) Such a petition must contain the name, department of work, home telephone number, and signature of each signatory.
- e) No more than twenty-five percent (25%) of the signatories may be from any one department of work.
- f) Upon voting two-thirds (2/3) in favour, the Executive Committee may call a general membership meeting to review the performance of a member of the Executive Committee or Trustee. The Executive Committee may at the same time, in addition, suspend a member of the Executive Committee from her or his duties until the general membership meeting. Such a general membership 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.
- g) At any meeting in which her or his performance is under review, the affected member of the Executive Committee or Trustee shall at all times have the right to speak on her or his behalf.
- h) When a member of the Executive Committee or Trustee is removed in accordance with this Article, Article 8.5 shall apply.

ARTICLE 9: STEWARDS

9.1 DEPARTMENTAL STEWARDS

- a) In each bargaining unit, the 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. For the purposes of these bylaws, Victoria University programs and UTSC disciplines shall be considered to be departments.
- b) The **Departmental Stewards** shall:
 - i. Recruit and organise members in their departments;

- ii. Act as representatives of the Local in meetings with their departments;
 - iii. Within the Local, represent the members in their departments
 - iv. Serve as the liaison between the members they represent and the Executive Committee
 - v. Advise the members of their departments with regard to matters involving the Collective Agreement
 - vi. Where appropriate, process the grievances of the members in their departments and represent their members in grievance meetings.
- c) Each steward shall, upon successful completion of Local Steward training and regular attendance at monthly Stewards' Council meetings, be entitled to reimbursement for up to \$200 per fiscal year for the purpose of departmental mobilization activities.
- d) Elections
- i. The members in good standing in each department shall elect their steward(s) by secret ballot in September of each year, or as soon thereafter as possible. The term of office for each steward shall be from the day of election until September 30 of the following calendar year.
 - ii. Members of the Executive Committee shall not be eligible to 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 his/her term as steward.
 - iii. Where any complaint arises as to any impropriety involved in the election of any steward, such complaint shall be directed to the applicable Mobilization Divisional Steward for the division in question. Where, in the opinion of the Mobilization Divisional Steward, the circumstances warrant, the Mobilization Divisional Steward shall encourage the members in the Department to conduct a new election, at which point the Mobilization Divisional Steward will offer to assist members in arranging and facilitating this session.
- e) Recall
- i. The members in good standing of any department may recall their steward(s) by submitting to the Executive a petition signed by two-thirds (2/3) of the members of the Local in that department. Upon receipt of a properly constituted petition, the Executive shall declare the position(s) of the steward(s) to be vacant, and shall direct the Mobilization Divisional Steward to arrange, forthwith, an election to fill the position(s).

9.2 CAMPUS STEWARDS

- a) The members employed at UTM and UTSC shall each be represented by Campus Stewards.
- b) The **Campus Stewards** shall:
 - i. Act as a liaison between members working at UTM or UTSC and the Local, ensuring that their concerns and views are reported and Local decisions and activities are reported in turn to members at the suburban campuses.

- ii. Assist the Unit Vice-Chairs with campus orientations, info sessions and other organizing activities.
 - iii. Assist the Internal Liaison Officer with developing and maintaining contacts with campus student groups and trade unions.
 - iv. Keep regular office hours and be allowed to use the CUPE 3902 campus office for this purpose and shall keep regular office hours.
 - v. Be a member of the Mobilization Committee
- c) The Executive Committee shall convene a meeting of those members in good standing who are employed by UTM and UTSC prior to the Annual General Meeting who shall elect by secret ballot Campus Stewards for the upcoming year. Notice for the meeting shall be given pursuant to the provisions of Article 6.4 herein.
 - d) In order to be elected as a Campus Steward, the member involved must currently be, or in the previous academic session have been, employed on the campus for which he/she is elected steward.
 - e) The Campus Stewards shall receive an honorarium of \$2,500/year paid in three instalments over three terms. The honorarium shall be payable at the mid-point of the term.

9.3 DIVISIONAL STEWARDS

- a) At the first meeting of Stewards' Council after the Annual General Meeting in any given academic year, or as soon thereafter as possible, the members of Council from each Division shall elect by secret ballot one (1) Grievance Divisional Steward and one (1) Mobilization Divisional Steward. The Divisions shall be comprised of:
 - i. Unit 1 Division 1 (Humanities departments)
 - ii. Unit 1 Division 2 (Social Sciences departments)
 - iii. Unit 1 Division 3 (Physical Sciences departments)
 - iv. Unit 1 Division 4 (Life Sciences departments)
 - v. Unit 1 Division 5 (Independent colleges, School of Continuing Studies, Services for Disabled Students, etc.)
 - vi. Unit 3 Division 1 (Humanities departments)
 - vii. Unit 3 Division 2 (Social Sciences departments)
 - viii. Unit 3 Division 3 (Physical and Life Sciences departments)
- b) The **Grievance Division Stewards** shall:
 - i. Be involved in the grievance process when there is no able or willing Steward in the department in question. They will take on the role generally assigned to Stewards in the grievance;
 - ii. Assist Departmental Stewards within their respective divisions with the processing of grievances;

- iii. Be members of the Grievance Committee; and
 - iv. Assist the Grievance Officer in his/her duties.
- c) The **Mobilization Division Stewards** shall:
- i. Assist the Unit Vice-Chairs in the carrying out of her or his duties in their respective divisions;
 - ii. Actively work to assist departmental stewards; and
 - iii. Be members of the Mobilization Committee.
- d) In order to be elected to the position of Divisional Steward, the member involved should currently be, or in the previous academic session have been, employed in the Division for which she or he is elected steward. It is not required that a member be a departmental steward in order to be elected Divisional Steward.
- e) In the event of a Divisional Steward vacancy that goes unfilled during an election, and once good faith effort is made to fill it, Stewards' Council may fill this position *pro tem* for no longer than one semester, not to be renewed, from any Division. The major emphasis of the *pro tem* position should be on seeking out a suitable division-appropriate replacement.
- f) Each Divisional Steward shall receive an honorarium total of \$500 paid in three instalments over three terms. The honorarium shall be payable at the mid-point of the term.

9.4 INTERNATIONAL STEWARD

- a) International student members of the Local shall be represented by the International Steward.
 - b) The International Steward shall be eligible to be elected Division Steward for the Division in which she or he is employed.
- c) The **International Steward** shall:
- i. Be responsible for mobilisation efforts amongst international students;
 - ii. Keep the Mobilization Committee informed of developments which directly relate to international student members and to keep international student members informed of developments which affect them or the Union as a whole;
 - iii. Assist the Internal Liaison Officer with developing and maintaining contacts with the International Students' Centre and other international student organizations within the University community; and
 - iv. Be a member of the Mobilization Committee.
- d) The International Steward shall be elected at the first meeting of Stewards' Council after the Annual General Meeting by secret ballot from amongst those stewards who are international students. Notice for the meeting shall be given pursuant to the provisions of Article 6.4 herein.

- e) The International Steward shall receive an honorarium of \$500 paid in three instalments over three terms. The honorarium shall be payable at the mid-point of the term.

9.5 UNIT 2 STEWARD

- a) Members employed by Victoria University shall be represented by the Unit 2 Steward.
- b) The **Unit 2 Steward** shall:
 - i. Be responsible for mobilisation efforts amongst members employed by Victoria University;
 - ii. Keep the Mobilization Committee informed of developments which directly relate to Unit 2 members and to keep Unit 2 members informed of developments which affect them or the Union as a whole;
 - iii. Assist the Vice-Chair, Unit 1 and Unit 2 with Unit orientations and organizing activities involving members employed by Victoria University;
 - iv. Assist the Liaison Officer with developing and maintaining contacts with Victoria University student groups and trade unions; and
 - v. Be a member of the Mobilization and Grievance Committees.
- c) The Executive Committee shall convene a meeting of those members in good standing who are employed by Victoria University prior to the Annual General Meeting, or as soon thereafter as possible, who shall elect by secret ballot a Unit 2 Steward for the upcoming year. Notice for the meeting shall be given pursuant to the provisions of Article 6.4 herein.
- d) In order to be elected as Unit 2 Steward, the member involved must currently be, or in the previous academic session have been, employed by Victoria University.
- e) The Unit 2 Steward shall receive an honorarium of \$500 paid in three instalments over three terms. The honorarium shall be payable at the mid-point of the term.

9.6 UNIT 4 STEWARDS

- a) Members employed by the University of St. Michael's College shall be represented by two (2) Unit 4 Stewards representing two of the four occupational groups (continuing education instructors, sessional lecturers, teaching assistants, writing instructors).
- b) The **Unit 4 Stewards** shall:
 - i. Be responsible for mobilisation efforts amongst members employed by the University of St. Michael's College;
 - ii. Keep the Mobilization Committee informed of developments which directly relate to Unit 4 members and to keep Unit 4 members informed of developments which affect them or the Union as a whole;
 - iii. Assist the Vice-Chair, Unit 3 and Unit 4 with Unit orientations and organizing activities involving members employed by the University of St. Michael's College;
 - iv. Assist the Liaison Officer with developing and maintaining contacts with the University of St. Michael's College student groups and trade unions; and

- v. Be a member of the Mobilization and Grievance Committees.
- c) The Executive Committee shall convene a meeting of those members in good standing who are employed by the University of St. Michael's College prior to the Annual General Meeting, or as soon thereafter as possible, who shall elect by secret ballot two Unit 4 Stewards for the upcoming year. Notice for the meeting shall be given pursuant to the provisions of Article 6.4 herein.
- d) In order to be elected as a Unit 4 Steward, the members involved must currently be, or in the previous academic session have been, employed by the University of St. Michael's College.
- e) The Unit 4 Stewards shall receive an honorarium of \$500 paid in three instalments over three terms. The honorarium shall be payable at the mid-point of the term.

9.7 UNDERGRADUATE STEWARD

- a) Undergraduate members of the Local shall be represented by the Undergraduate Steward.
- b) The Undergraduate Steward shall be eligible to be elected Campus or Division Steward for the Campus/Division in which she or he is employed.
- c) The **Undergraduate Steward** shall:
 - i. Be responsible for mobilisation efforts amongst undergraduate students;
 - ii. Keep the Mobilization Committee informed of developments which directly relate to undergraduate student members and to keep undergraduate student members informed of developments which affect them or the Union as a whole;
 - iii. Assist the Liaison Officer with developing and maintaining contacts with undergraduate student organizations within the University community; and
 - iv. Be a member of the Mobilization Committee.
- d) In November of each year, the Executive Committee shall call a meeting of those members in good standing who are undergraduate students for the purpose of electing the Undergraduate Steward. Notice for the meeting shall be given pursuant to the provisions of Article 6.4 herein.
- e) The Undergraduate Steward shall receive an honorarium of \$500 paid in three instalments over three terms. The honorarium shall be payable at the mid-point of the term.

9.8 VACANCIES

- a) Where, for any reason, Stewards' Council or the membership fail to elect any steward listed under Article 9, the Executive Committee may appoint a member in good standing to fill vacated positions *pro tem* until such time as the appropriate body convenes to elect a replacement.

ARTICLE 10: STEWARDS' COUNCIL

- 10.1 There shall be a Stewards' Council, the voting members of which shall consist of all representatives named in Article 9 herein.

- 10.2 Normally, Stewards' Council shall meet at least once each month during the winter academic session, and once during the summer. The Executive may direct the Chief Steward to call a meeting of Council at any time. Each steward is entitled to at least five (5) working days notice of the date, time, and location of any meeting of Council.
- 10.3 Where any ten (10) stewards request in writing that the Chief Steward convene a meeting of Council, the Chief Steward shall convene such a meeting within ten (10) days of receipt of the request. The Secretary of Stewards' Council shall, pursuant to the provisions of Article 8.6(b) ensure that each steward receives proper notice that a meeting of Council has been called.
- 10.4 Quorum for Stewards' Council shall be fifteen (15) voting members of Council. In order to make quorum, there must be representation from at least two of the four units.
- 10.5 Meetings of Council 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. Members of the Executive Committee shall attend when invited by Stewards' Council.
- 10.6 Unit-specific stewards' meetings may be called by the Executive Committee or on the request of at least five (5) stewards from the unit. Each steward is entitled to at least five (5) working days notice of the date, time and location of any such meeting. If a meeting is requested by the stewards, such meeting shall take place within ten (10) working days of receipt of the request.
- 10.7 In bargaining years, the relevant Unit Vice-Chair shall convene a unit-specific stewards' meeting for the initial discussion of bargaining issues.
- 10.8 **Stewards' Council** shall:
- a) Serve as a space to promote continuous organizing within departments, the sharing of experiences relative to grievances in departments and provide open communication between and among the Executive and members.
 - b) Be responsible for formulating Local policies. Specifically, the Executive shall refer all matters of policy concerning the Union, political policy decisions, and matters involving the furtherance of the objectives of the Local, as set out in Article 3 herein to Stewards' Council.
 - c) Serve as an advisory body to the Executive, and shall, where Council deems appropriate, direct that actions be taken or decisions be made on matters which come before Council.
 - d) Stewards' Council shall assign one of its members who lives at Graduate House, if possible, to mobilisation efforts at Graduate House.
- 10.9 **CHIEF STEWARD**
- a) At the first meeting of Stewards' Council after the Annual General Meeting in any given academic year, or as soon thereafter as possible, Stewards' Council shall elect from amongst its membership a Chief Steward.
 - b) The **Chief Steward** shall:
 - i. Prepare the agenda for and preside over all meetings of Stewards' Council;

- ii. Chair the Policy Committee; and
- iii. Oversee the election of all representatives elected by Stewards' Council.
- c) The Chief Steward shall receive an honorarium of \$2,500/year paid in three instalments over three terms. The honorarium shall be payable at the mid-point of each term.

10.10 GRIEVANCE COMMITTEE

- a) The Grievance Committee of Stewards' Council shall be composed of the Grievance Officer, the Chair (or Chair's designate), the Unit 2 Steward, the Unit 4 Stewards and the Grievance Stewards.
- b) The Grievance Committee shall meet, at a minimum, once (1) per month during the months of June, July and December, and once every two (2) weeks at all other times, or as often as the membership or the Committee deems necessary.
- c) The **Grievance Committee** shall:
 - i. Ensure that the Employer complies with the Collective Agreements;
 - ii. Oversee and undertake departmental audits as per the Collective Agreements;
 - iii. Advise and assist the Grievance Officer in matters involving grievances and grievance policy;
 - iv. Coordinate the processing of grievances; and
 - v. Make recommendations to the Executive regarding arbitration of grievances and/or continued carriage of grievances.
- d) Discussion of grievance-related matters in the Grievance Committee shall be *in camera*. For good and just reason, the Grievance Committee may request the participation of others, such as appropriate Local staff, stewards, legal counsel, the National Representative(s) assigned by the Union to the Local, witnesses, etc.
- e) Each member of the Committee shall hold in strict confidence all information pertaining to any complaint or grievance. She or he shall reveal such information only to the Grievance Officer, the Executive Committee, the National Representative(s) assigned by the Union to the Local, the Staff Representatives, Local legal counsel, or to Stewards' Council during an *in camera* session.
- f) Should any Grievance Committee member resign or fail to attend three (3) consecutive meetings of the Committee or seven (7) meetings in total in a year, without acceptable reason for her or his absence, the relevant Committee shall declare her or his position to be vacant, and it shall be filled at the next Stewards' Council.

10.11 MOBILIZATION COMMITTEE

- a) The *ex-officio* members of the Mobilization Committee of Stewards' Council shall be the Unit Vice-Chairs, the Internal Liaison Officer, the Mobilization Division Stewards, Campus Stewards, Unit 2 Steward, Unit 4 Stewards, International Steward and Undergraduate Steward.
- b) Meetings shall be open to all members of the Local in good standing. Members who so attend shall have voice and vote.

- c) The Unit Vice-Chairs shall alternate as Chair.
- d) The Mobilization Committee shall meet, at a minimum, bi-monthly, or as often as the membership or the Committee deems necessary.
- e) The **Mobilization Committee** shall:
 - i. Plan and carry out the mobilisation efforts of the Local, subject to direction from both the membership and Stewards' Council and within the budgetary constraint set by the Executive Committee;
 - ii. Oversee and facilitate Unit and campus orientations, departmental and campus information sessions; and
 - iii. In bargaining years, assist Bargaining Support Committees mobilize the applicable Unit membership.
- f) Should any non-executive *ex-officio* member of the Mobilisation and Communication Committee resign or fail to attend two (2) consecutive meetings, or four (4) meetings in total in a year without acceptable reason for her or his absence, the Mobilization Committee shall declare her or his position to be vacant, and it shall be filled at the news Steward Council meeting

10.12 POLICY COMMITTEE

- a) The Policy Committee of Stewards' Council shall be composed of the Chief Steward, the Chair (or Chair's designate), one Unit Vice-Chair and three (3) Stewards elected by Stewards' Council representing at least two of the four units.
- b) The Policy Committee shall meet at least once per year or as often as the membership or the Committee deems necessary.
- c) 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.
- d) The Policy Committee shall be an advisory body, responsible for reviewing and formulating Local procedural policies, subject to review and approval by Stewards' Council.

10.13 MEMBERSHIP APPROVAL

- a) Stewards' Council shall report on its activities and those of its committees to the membership at each general meeting. Decisions of Stewards' Council shall be submitted to a general meeting as soon as possible for membership approval.

ARTICLE 11: COMMITTEES

- 11.1 In addition to any Committees established by these Bylaws, the Executive or membership may strike such committees as are considered appropriate for the needs and purposes of the local.
- 11.2 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.

- 11.3 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.
- 11.4 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. Such records shall be kept on file at the Local office within 5 working days of approval.

ARTICLE 12: DUES AND ASSESSMENTS

12.1 DUES

- a) Each member of the Local shall pay such union dues as are determined from time to time by the Executive, and approved by the membership in properly constituted referenda conducted in accordance with Article 13, except as provided in Article 17.4.
- b) The current membership-approved dues rate, exclusive of any increases mandated by Article 17.04 of these Bylaws, shall be set out in Appendix A.

12.2 ASSESSMENTS

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Notice in writing shall be given to each member in good standing of such a meeting not later than five days in advance of such a meeting.

ARTICLE 13: REFERENDA

- 13.1 Where these Bylaws require that any decision be made by 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 by the general or unit meeting, as the case may be. All referenda shall be conducted by the CRO.
- 13.2 Notice of the referendum shall be sent to the general or unit membership, as the case may be, not later than seven (7) days previous 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.

- 13.3 There shall be at least one polling place on each of the St. George, UTSC and UTM campuses, and, where requested by the steward, at the Institute for Aerospace Studies.
- 13.4 Unless otherwise specified in these Bylaws, a majority of the votes cast shall decide any referendum question.

ARTICLE 14: NEGOTIATION OF COLLECTIVE AGREEMENTS

14.1 BARGAINING COMMITTEES

a) Composition of Committees:

- i. The Unit 1 Bargaining Committee shall consist of seven (7) voting members: the Chair, one (1) representative from and named by the Executive Committee, one (1) representative from and named by Stewards' Council, and one (1) representative from each of four of the five Unit 1 Divisions as set out in Article 9.3 (a) above. In addition, the national representative assigned by the Union to the Local shall be a non-voting member of the committee.
 - ii. The Unit 2 Bargaining Committee shall consist of five (5) voting members: the Chair, one (1) representative from and named by the Executive Committee and three (3) members of the unit. In addition, the national representative assigned by the Union to the Local shall be a non-voting member of the committee.
 - iii. The Unit 3 Bargaining Committee shall consist of seven (7) voting members: the Chair, one (1) representative from and named by the Executive Committee, one (1) representative from and named by Stewards' Council, and four (4) members, no two of which may be from the same Department, of the unit. In addition, the national representative assigned by the Union to the Local shall be a non-voting member of the committee.
 - iv. The Unit 4 Bargaining Committee shall consist of five (5) voting members: the Chair, one (1) representative from and named by the Executive Committee and three (3) members of the unit representing at least two of the four occupational groups (continuing education instructors, sessional lecturers, teaching assistants, writing instructors) at the University of St. Michael's College. In addition, the national representative assigned by the Union to the Local shall be a non-voting member of the committee.
- b) The **Bargaining Committees** shall:
- i. Following the direction of the unit-specific stewards' meeting, develop and present bargaining proposals to the unit membership for approval.
 - ii. Be responsible for bargaining with representatives of the Employer.
 - iii. Make recommendations to the Executive Committee regarding application for conciliation and mediation, the timing of strike votes, and the nature of strike action
 - iv. Report regularly to the unit membership, Stewards' Council and to the Executive.
- c) In order to be elected to the position of on a Bargaining Committee of the Local, the member involved should currently be, or in the previous academic session have been,

employed in the Unit (and Division for the Unit I committee) for which she or he is elected.

- d) The elected members shall be elected at a unit meeting not later than nine (9) calendar months previous to the expiration of any Collective Agreement.
- e) Bargaining Committee members may be recalled in the manner set out in Article 8.6, with “Bargaining Committee” substituted for “Executive Committee” and with “unit meeting” substituted for “general membership meeting”, except with regard to 8.6 (f). For the purpose of implementation of this Article, where the Bargaining Committee votes by a 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 shall do so within fifteen (15) working days.

14.2 RATIFICATION

- a) 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 13 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.
- b) Before subjecting a Collective Agreement to a ratification vote as per Article 14.2 (a), the decision to hold a ratification vote shall first be approved at a unit meeting by a majority of votes cast.
- c) Any Collective Agreement entered into on behalf of the Local shall be signed by the Chair, or, where 7.3 (n) applies, by the respective Unit Vice-Chair, and by the Secretary-Treasurer.

14.3 BARGAINING SUPPORT COMMITTEE

- a) In any year in which the Local is undertaking bargaining for the renewal of the Collective Agreement, the Executive shall strike a Bargaining Support Committee, and shall coordinate the activities of said Committee.
- b) The Bargaining Support Committee shall be responsible for organizing among the membership, the University, and the community in support of the Local's aims in bargaining. In the event that a strike is undertaken in accordance with Article 16, the Bargaining Support Committee shall become the Strike Committee.
- c) Bargaining Support Committee Chair
 - i. In addition, the Executive shall, subject to ratification at a Unit membership meeting, appoint a Bargaining Support Committee Chair not later than nine (9) calendar months prior to the expiration of any Collective Agreement. The Bargaining Support Committee Chair shall serve in office at the pleasure of the Executive or until either a contract ratification vote affirms acceptance of a new contract or a strike is undertaken in accordance with Article 16, upon which time he/she shall become the Strike Co-ordinator.
 - ii. The Bargaining Support Committee Chair shall, upon ratification of her/his selection, be released from 140 hours or one half FCE (as applicable) per term of bargaining unit

work beginning in the Winter term prior to the expiration of any Collective Agreement. In cases where the Bargaining Support Committee Chair has smaller appointments, he/she shall receive an honorarium equivalent to the difference at the applicable union rates. If the Bargaining Support Committee Chair cannot subdivide an appointment or is otherwise unable to be seconded from bargaining unit work, he/she will instead receive an honorarium equivalent to 140 hours plus 4% vacation pay at the SGSII rate.

ARTICLE 15: STRIKE VOTES

- 15.1 Where the Executive decides to conduct a strike vote, a unit membership meeting shall be called and notice shall be sent in accordance with Article 6.4. Such notice shall include a statement from the Executive explaining the reasons for the recommendation for a strike vote.
- 15.2 The unit membership meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.
- 15.3 Two scrutineers shall be elected at the meeting to assist the Chair, who shall in this instance serve as CRO, in counting the ballots.
- 15.4 Upon adjournment of the meeting, the polls shall open and voting shall begin by secret ballot. Polls shall remain open until every member desiring to do so has had a chance to vote. The polls shall open again the following day, and shall remain open from 9AM to 5PM.
- 15.5 The Chair and scrutineers shall count the ballots. A majority of votes cast shall decide the strike vote.
- 15.6 The decision shall be communicated to the membership within one day of the ballots being counted.
- 15.7 The conduct of any strike vote shall conform to all relevant legislation.

ARTICLE 16: STRIKES

- 16.1 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.
- 16.2 Every member shall conform with the strike policy of the Local.
- 16.3 Every member shall comply with the directions and/or instructions issued by the Executive Committee during the period of the strike.
- 16.4 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.
- 16.5 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.
- 16.6 Changes to the strike policy shall only be made in the manner set out for changes to these Bylaws in Article 19.

ARTICLE 17: LOCAL DEFENCE AND STRIKE FUND

- 17.1 A Local Defence and Strike Fund, composed of an amount generated from a set percentage of members' salaries 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.
- 17.2 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.
- 17.3 EXPENDITURES FROM 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:
 - i. Beginning on 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.
 - ii. In addition to the amount authorized by Article 17.3 a) i., 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.
 - iii. In addition to any amounts authorized by Articles 17.3 a) i. and 17.3 a) ii., 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 Stewards' Council requesting additional funds to an amount not to exceed \$50,000. In the event that additional funds are still required in order to fulfill our legal duty to represent a member, the Executive Committee shall call a Special Membership Meeting in order to request additional funds.
 - iv. In addition to any amounts authorized by Articles 17.3 a) i-iii., where so approved by an *in camera* session of Stewards' Council, 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 5.4 of these Bylaws.
 - b) 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 10% of the value of the Local Defence and Strike Fund. The Executive Committee shall, where possible, bring this motion before Stewards' Council for approval.
 - c) Where the Local commences strike action, the expenditures necessary to conduct the strike shall be made from the Local Defence and Strike Fund.
- 17.4 AMOUNTS TO BE DEPOSITED IN LOCAL DEFENCE AND STRIKE FUND

- a) The percentages of members' salaries which is deducted for deposit in the Local Defence and Strike Fund shall be as follows:
 - i. When the balance in the Local Defence and Strike Fund is less than \$150,000, 0.4% of members' salaries shall be deposited from each dues receipt.
 - ii. When the balance in the Local Defence and Strike Fund is from \$150,000 to \$249,999.99, 0.3% of members' salaries shall be deposited from each dues receipt.
 - iii. When the balance in the Local Defence and Strike Fund is from \$250,000 to \$299,999.99, 0.2% of members' salaries shall be deposited from each dues receipt.
 - iv. When the balance in the Local Defence and Strike Fund is from \$300,000 to \$599,999.99, 0.1% of members' salaries shall be deposited from each dues receipt.
 - v. When the balance in the Local Defence and Strike Fund is \$600,000 or greater, contributions to the Local Defence and Strike Fund shall cease.
- b) Changes in the percentage 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
- c) 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.

17.5 Interest and Capital gains generated from the Local Defence and Strike Fund shall remain in the Fund.

17.6 BORROWING FROM THE LOCAL DEFENCE AND STRIKE FUND

- a) 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 between June 1 and October 31 in a given fiscal year. All monies so borrowed shall be repaid in full not later than February 15 of the same fiscal year. The Executive Committee shall not prepay any amounts owing to the Local Defence and Strike Fund.

ARTICLE 18: CHARGES AGAINST MEMBERS

- 18.1 Charges against members may be made for the offences listed in Appendix B.VI of the Constitution of the Union and shall be dealt with in accordance with the provisions therein.

ARTICLE 19: AMENDMENTS TO THESE BYLAWS

- 19.1 Notice of motion to amend these Bylaws must be given at least sixty (60) days in writing or seven (7) days in advance at a GMM prior to the meeting to consider Bylaw amendments.
- 19.2 The Executive Committee and Stewards' Council may propose amendments to these Bylaws by submitting the exact wording of the proposed amendment to the Communications and Recording Secretary. Where possible, amendments so received by

the Communications and Recording Secretary shall be included in the notice for the next general meeting.

19.3 MEMBERS' AMENDMENTS

- a) Any two members may propose an amendment to these Bylaws by submitting the exact wording of their amendment, signed by both members, to the Communications and Recording Secretary.
 - b) The Executive Committee shall consider the proposed amendment at the Executive meeting following its receipt. The Executive shall issue a written decision indicating its concurrence or non-concurrence with the proposed amendment.
 - c) The proposed amendment and the Executive Committee's statement regarding concurrence shall be in the notice of the next general membership meeting.
 - d) The proposed amendment shall be dealt with at said membership meeting. The Executive may call such a meeting for the purpose of consideration of the proposed amendment.
 - e) In the event that a general membership meeting has been scheduled such that the requirements for Executive Committee consideration and notice contained in Articles 19.3 b) and c) cannot be met, consideration of the proposed amendment may be deferred to the subsequent general membership meeting.
- 19.4 Except as otherwise provided in these Bylaws, a majority of votes cast at a general meeting is required to pass any amendment.
- 19.5 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 20: ENACTMENT

- 20.1 On this sixth day of April 2011 these Bylaws were presented to and adopted by the membership of the Local at a properly constituted membership meeting, and were submitted to the National President of the Union for approval.
- 20.2 Upon approval, these Bylaws were enacted and replaced any previous Bylaws.

APPENDIX A: CURRENT DUES RATE

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.

These rates are exclusive of any increases mandated by article 17.04 of these Bylaws.