

# ***CUPE* 3906**

## **Canadian Union of Public Employees Local 3906**

### **By-Laws**

Approved by CUPE Nat'l- March 9, 2015  
CD/aa/cope491

**CUPE Local 3906 By-Laws**  
**Table of Contents**

|   |       |
|---|-------|
| Preamble  | 4     |
| 1. Name   | 4     |
| 2. The Objectives of the Local  | 4-5   |
| 3. Local Officers   |       |
| a. Trustees   | 5     |
| b. Executive Committee  | 5-7   |
| 4. Nomination, Election and Installation of Officers and Officer Accountability | 7-9   |
| 5. Duties of Executive Officers   |       |
| a. President  | 9-10  |
| b. Vice-President   | 10    |
| c. Secretary-Treasurer  | 10-11 |
| d. Recording Secretary  | 11    |
| e. Chief Stewards   | 12    |
| f. Undergraduate Officer  | 12    |
| g. Equity Officer   | 12-13 |
| h. International Officer  | 13    |
| i. Health and Safety Officer  | 12    |
| j. Benefits and Advocacy Officer  | 13-14 |
| k. Communications Officer   | 14    |
| l. Postings Officer   | 14    |
| m. Vice-President External  | 14    |
| 6. Committees   |       |
| a. Executive Committee  | 15    |
| b. Grievance Committee  | 15    |
| c. Communications Committee   | 16    |
| d. Women’s Committee  | 16    |
| e. Political Action Committee (PAC)   | 16-17 |
| f. Equity Action Committee (EAC)  | 17    |
| g. Benefits Committee   | 18    |
| h. Bargaining Committees  | 18-19 |
| i. Strike Committee   | 19    |
| j. Budget Committee   | 20    |
| k. By-Laws Committee  | 20    |
| 7. By-Laws  | 21-22 |
| 8. Stewards’ Council/Stewards   | 21-22 |

---

|   |       |
|---|-------|
| 9. Meetings                                 | 22-23 |
| 10. Membership Dues                         | 24    |
| 11. Collective Agreements                   | 24    |
| 12. Strikes                                 | 25-27 |
| 13. Obligations, Suspensions and Expulsions | 27    |
| 14. Membership                              | 27    |
| 15. External and Labour Work                | 28    |
| 16. Voting of Funds                         | 28    |
| 17. Out of Pocket                           | 28-29 |
| 18. Casual Employee Hire                    | 29-30 |
| 19. Paid Executive Positions (Book-off)     | 30    |
| a. Higher Standard for Accountability       | 30-31 |
| b. Failure to Complete Duties               | 31-32 |
| c. Dispensation of Remuneration             | 33    |
| Appendix A: Equity Statement                | 34    |
| Appendix B: Regarding Equity Seeking Groups | 35    |

---

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 3906**

**PREAMBLE:**

This Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed in order to improve the social and economic welfare of its members, to promote efficiency in public employment, and to manifest its belief in the value of the unity of organized labour. The following By-Laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

**1. NAME**

The name of this Local shall be: "Canadian Union of Public Employees, Local 3906 (Unit #1, Unit #2, and \*Unit #3) and is hereinafter referred to as "the local."

**2. THE OBJECTIVES OF THE LOCAL ARE AS FOLLOWS:**

- (a) Work for the improvement of the wages, working conditions, hours of work, job security and other conditions affecting all members.
- (b) To work towards the elimination of all user-fees on post secondary education in Canada including tuition fees and towards the development of a free, open, accessible and accountable post-secondary education system
- (c) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution, particularly:
  - i. The advancement of the social, economic and general welfare of active and retired employees.
  - ii. The promotion of peace and freedom in the world, and the cooperation with free and democratic labour movements throughout the world.
  - iii. The establishment of strong working relationships with the public we serve and the communities in which we live.
- (d) To work towards the elimination of all forms of oppression in our workplace (including harassment) based on discrimination against "Equity Seeking Groups" (Appendix B);
- (e) To Improve the quality, and social responsibility of post-secondary education in Canada, and in our workplace by participating, and intervening in the determination of teaching methods, curriculum, and course content as well as the ways in which the university is governed;

- (f) To work in co-operation with grassroots organization, Indigenous peoples, democratic trade-unions, and in solidarity with oppressed peoples everywhere

### **3. Local Officers**

(a) Trustees

- i. The Trustees shall audit the books of the Secretary-Treasurer and shall exercise general supervision over the property of the Local Union. The trustees shall be elected so that one shall serve for a period of three years, one for a period of two years, and one for one year. Each year thereafter at the Annual General Meeting (AGM), the Local Union shall elect one Trustee for a three-year period or, in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.
- ii. The Trustees shall examine the books and records of the Secretary-Treasurer and inspect or examine all properties, bonds, and all other assets of the Local and shall report to the membership at the (AGM) on the conditions of the funds, 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 Union. They shall transmit a copy of such report to the National Secretary Treasurer of CUPE and the National Representative. The Recording Secretary and the Secretary Treasurer shall work together to ensure the trustees have the materials they need no less than three weeks before the AGM. Trustees will maintain and uphold the confidentiality of all confidential material.

(b) Executive Committee

- i. The executive officers of the Local consist of the following: President, Vice-President, Recording Secretary, Secretary-Treasurer, Unit 1 Chief Steward, Unit 2 Chief Steward, Unit 3 Chief Steward, Health & Safety Officer, Equity Officer, Undergraduate Officer, International Officer, and Benefits and Advocacy Officer, and Communications Officer.

- 
- ii. Any member of the Local in good standing shall be eligible for election to the Executive Committee. The Chief Stewards shall be members of their respective units. The Undergraduate Officer shall be an undergraduate member. The Equity Officer shall be a member of an "equity seeking group" (Appendix B). The International Officer shall be a member who is classified as a non-Canadian citizen. Every reasonable effort will be made to ensure that executive positions (especially that of the President or the Vice President) will be represented by members belonging to "equity seeking groups" (appendix B), beyond the positions identified below.
  - iii. It is the responsibility of all officers to work together to challenge oppression at all times. To this end, all officers shall take anti-oppression training within 60 days of taking office and at least once per academic term at the Local's expense. Responsibility for arranging training will be the President and Vice President who should seek the advice of the Equity Officer.
  - iv. Each member of the Executive Committee and Bargaining Committee, as well as the chairs on the Bargaining Support/ Strike Committees shall receive an honorarium set forth in the annual budget and approved at the AGM. Members may be elected to more than one of these Committees and are entitled to collect an honorarium for each.
  - v. It is understood that unless otherwise designated, the Executive Committee shall be charged with the leadership of the Local in all matters. Unless otherwise designated, they are charged with prioritizing and coordinating actions towards the objectives of the Local and managing the day-to-day affairs of the Local. Unless otherwise designated, or where contrary to the letter of their collective agreement, Local staff, CUPE staff, and contracted employees of the Local will take their direction from the Local's elected representatives.
  - vi. The Executive should meet as often as is deemed necessary, usually once every three weeks from September to May. Executive quorum will be considered reached if the majority of the Officers [50% + 1] are present. All members of the Local are entitled to attend executive meeting and their names shall be recorded in the minutes. On matters where

the executive deems it necessary [at the discretion of the President] they may go "in camera" according to Bourinots rules of order and ask all non-Executive members, guests, and staff to leave the room. All executive minutes shall be kept in a secure location by the recording secretary. All members are entitled to have timely access to these minutes but they may never be taken from the premises of the union office

#### **4. Nomination, Election and Installation of Officers and Officer Accountability**

- (a) The election of all officers shall take place once each year at the Annual General Meeting, to be held no later than the first calendar week of April. Nomination for Executive positions shall be opened on the first working day of March and shall continue to be accepted until the time of the election. Nomination forms may be obtained from the Union Office and completed forms must contain the name of the nominee and the signature of two other members in good standing.
- (b) Bylaws Governing Campaigns
- i. There shall be a maximum campaign period of 4 weeks prior to the GMM (normally the Annual General Membership Meeting) at which the election of union officers will occur.
  - ii. No Union resources, including but not limited to, unauthorized use of the union photocopier and office supplies, union email and regular mail address lists, union bulletin board spaces, and union mailboxes, shall be used for the purpose of any individual election campaign, or the endorsement of any individual campaign or campaign slate. [Candidates addressing any assembly of union member shall represent themselves only as individuals seeking office, and not as union officials. During campaigns, Union officials shall uphold the integrity of the elections]
  - iii. Every candidate shall be permitted to distribute one, and only one, handbill (8.5"x 11" coloured paper, black ink, double sided) to the department addresses of union members.
  - iv. All campaign posters shall follow the MSU postering guidelines. It is the responsibility of every candidate to remove all posted campaign materials by noon on the day following elections.

- 
- v. These guidelines regarding the resources of the Local, shall apply also to any activity of any member and/or officer, in connection with any elections campaign outside of Local elections, not authorized by the Executive or the General Membership.
  - vi. The maximum total allowable campaign expenditure shall be \$50.
  - vii. Any violations of election rules shall be subject to the trial process described in the CUPE National constitution, Article B 11.1 to B 11.5.
- c) At the membership meeting at which elections occur:
- i. The presiding officer for elections of this Local shall be a member of the Local's Staff or a member of the CUPE National Staff.
  - ii. The chair shall advise the members present of the position to be filled and call for the nominees to identify themselves and whether they accept the nomination. Member may nominate members (including themselves) from the floor at this time. The will call for nominations three times before closing the nominations.
  - iii. When all nominations are submitted, all candidates may make a short (no more than 2 minute) statement to the membership advocating their candidacy. At the chair's discretion, members from the floor may be allowed to make short statements (as above) to advocate for candidates. At no time will these statements violate the Local's equity statement.
  - iv. Where only one nominee stands for a position, elections shall be by acclamation. Where more than one nominee is standing, the chair shall call for election by secret ballot.
- d) Secret Ballots
- i. A (50%+1) majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a (50%+1) majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In the case of a tie in the final vote, the remaining candidates shall be invited to address the meeting and a new election will be held. Elections shall continue until a (50%+1) majority vote is accomplished.



- 
- ii. After voting has closed the votes shall be counted by the presiding officer and a scrutineer appointed by each candidate, should the candidate so choose. Ballots shall be kept by the Recording Secretary until an order to destroy is passed at a GMM. Before adjournment of the meeting at which elections have taken place, all newly elected officers will be sworn in using the oath of office from the CUPE National Constitution (Article B 8.4)
  - iii. The newly elected officers shall take office as of the day (12:01AM) following their election to office. Members of the outgoing executive shall work in an advisory capacity to ensure a smooth transition. Should the local be providing officers with a honoraria, outgoing officers shall be remunerated until the end of the month in which they resigned, except in cases of recall or removal of officers, and new officers remunerated for their first full month.
  - iv. If an executive position remains vacant, it may be filled by election or by Executive Committee appointment. Appointments by the executive shall be subject to ratification at the following GMM.
- e) Officer Accountability
- i. Should an Executive officer fail to attend three (3) consecutive General Membership meetings or three (3) consecutive Executive meetings without good and sufficient reason, the position shall be declared vacant and the position filled as above. An executive member so removed shall be entitled to petition the Executive Committee for reinstatement with demonstrated cause. Should this petition be denied, the member shall be entitled to run for the position at the next election.

## **5. DUTIES OF EXECUTIVE OFFICERS**

All officers must surrender properties, assets, funds, and all records of the Local Union of their successors at the end of their term of office.

All signing Officers of Local 3906 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

- (a) The PRESIDENT shall
  - i. Enforce the CUPE constitution and these by-laws.
  - ii. Preside at Executive Committee and General Membership meetings.

- 
- iii. Be responsible for the smooth and efficient operation of the Local, and conduct the affairs of the Local in accordance with the policy decisions of the membership.
  - iv. Report regularly to the Executive Committee and the membership on her/his actions.
  - v. Co-sign all cheques with the Secretary-Treasurer and sign all contracts, authorizations and other official documents of the Local, unless otherwise designated.
  - vi. Be the official spokesperson of the Local, unless otherwise designated.
  - vii. Be the supervisor to the Local staff and be responsible for office management and staffing.
  - viii. Be an ex-officio member of all committees and councils and be entitled to vote at all meetings.
  - ix. Have first preference as a delegate to the CUPE National Convention.
- (b) The VICE-PRESIDENT shall
- i. Perform the duties of the President in the absence of that officer, and, in case of the resignation or death of the President, shall perform the duties of the President until such vacancy is filled.
  - ii. Maintain contact with other locals, the labour movement and other organizations of the National Union as appropriate.
  - iii. Substitute for the President when the President is unavailable.
  - iv. In the event of vacant seats on the Executive Committee, Perform the duties of the vacant seat until a by-election is held to fill the vacant seat
  - v. Conduct portfolio reviews for new executive members, exit interviews with departing executive members, and helping other executive, especially the President, with their portfolios should help be required.
- (c) The SECRETARY-TREASURER shall
- i. Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union
  - ii. Be responsible for maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.

- 
- iii. Pay no money unless supported by an expense form duly signed by the President and one other member of the Executive Committee as determined by the Executive Committee. No request shall be required for payments of per capita fees to any organization to which the Local Union is affiliated, or for the payment of regular bills of the Local as designated by the Executive.
  - iv. Regularly make a full financial report to meetings of the Executive Committee no less than twice per academic term, as well as a written financial report to a General Membership Meeting no less than once per academic term, detailing all income and expenditures for the period.
  - v. Present a budget for the forthcoming year no later than the September General Membership Meeting.
  - vi. Serve on the Unit 2 Professional Development Fund Committee, and administer its funds.
  - vii. Make all books available for inspections by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least one time each calendar year and within a reasonable time, respond in writing to any recommendation and concerns raised by the Trustees.
- (d) The RECORDING-SECRETARY shall
- i. Be the chief recording officer of the Local.
  - ii. Keep full, accurate and impartial account of the proceedings of all regular of special membership, Executive Committee and Labour Management Committee meeting including attendance sheets. These records must also include a copy of the full financial report (Executive Committee meetings) and the written financial report (Membership meetings) presented by the Secretary-Treasurer. The record will also include Trustee reports.
  - iii. Keep an accurate record of the membership and their participation in the activities of the Local.
  - iv. Prepare the agenda for meetings and serve notice of such meetings to the Executive officers.
  - v. Record all alterations in the by-laws.
  - vi. Have all records ready on reasonable notice for the auditors and Trustees.
  - vii. Ensure that the membership of the Local is kept informed of developments in the Local.

- 
- (e) The CHIEF STEWARDS of Unit 1, Unit 2 and Unit 3 shall
- i. Coordinate departmental stewards.
  - ii. Convene and chair at least one Stewards' Council meeting each academic term for their respective Unit.
  - iii. Act as a liaison between the stewards and the Executive, ensuring that the views of departments and respective units are passed on to the Executive Committee and convey Executive Committee decisions to the stewards.
  - iv. Ensure that each department is represented by at least one steward from each unit, and where this is not possible shall act as steward for that department/unit.
  - v. Oversee the Grievance Committee together with the other Chief Stewards.
  - vi. Following the organization of the Stewards' Network, compile and forward to the Recording Secretary a list indicating every steward's name, department, faculty, and contact number(s).
  - vii. Promote, along with the Health and Safety Officer, awareness of health and safety issues that pertain to members of the Local.
  - viii. Participate in any committee she/he deems relevant to these issues.
  - ix. Work closely with Local staff representatives to file grievances, represent members in grievances, discuss grievances with the employer and
  - x. Make sure that all interests of their unit are represented at the Executive level
  - xi. Chief Steward of Unit 1 will be responsible for the organization and execution of the local's presence at TA day (both in September and January).
  - xii. Chief Steward of Unit 1 will represent the local at all conferences of the Canadian Association of University Teachers.
- (f) The UNDERGRADUATE OFFICER shall
- i. Maintain contact with undergraduate members and ensure that their views are passed on to the Executive Committee.
  - ii. Convey Executive Committee and General Membership decisions to undergraduate members.
  - iii. Distribute Union materials to undergraduate members.
  - iv. Sit ex-officio on the Stewards' Council.
  - v. Sit ex-officio on the Communications Committee.
- (g) The EQUITY OFFICER shall
- i. Address equity issues and issues of discrimination in our workplace, our union and beyond.

- 
- ii. Chair the Equity Action Committee.
  - iii. Participate in other committees as appropriate.
  - iv. Promote activism around issues of equality and human rights.
  - v. Work with the Local Executive to confront oppressive policies, practices and behaviours within the Local.
- (h) The INTERNATIONAL OFFICER shall
- i. Ensure that the needs and views of international students and their families are represented at the Executive level of the Local.
  - ii. Act as liaison with other groups within and beyond the workplace for the advancement of the rights of those classified as international students or discriminated against by virtue of citizenship status, etc.
  - iii. Educate the Executive and membership of the Local on the issues facing international members and their families.
- (i) The HEALTH AND SAFETY OFFICER shall
- i. Have taken the CUPE 30 hour Health and Safety Course or take the next available such course.
  - ii. Safeguard the occupational health and safety of the membership by being available to members as a resource person and by using her/his knowledge and training to discover and improve hazardous situations and practices.
  - iii. Review and prepare recommended revisions for the clauses in the Collective Agreement pertaining to the membership's occupational health and safety, in order to continually improve the quality of the worker's environment.
  - iv. Serve on the University Central Occupational Health and Safety Committee.
- (j) The BENEFITS AND ADVOCACY OFFICER shall
- i. Ensure members of the Local are apprised of what entitlements they have as a unionized member of CUPE Local 3906 at McMaster University, and work with the Local staff ensuring expeditious delivery of and easy access to these entitlements. These entitlements include the benefits and services which the Local provides as well as those provided by McMaster University to its employees, as well as those entitlements enshrined in the Charter of Rights and Freedoms, the McMaster Calendar, and other similar binding documents.
  - ii. Chair the Benefits Committee and, with the benefits committee, ensure members can access their benefits with maximal ease and expediency.

- 
- iii. Sit ex-officio on the Communications Committee with a specific eye to ensuring that members are and remain apprised of their entitlements as unionized workers at McMaster University.
  - iv. In conjunction with the Grievance Officer and Committee, Equity Officer and Committee, Chief Steward and Stewards' Council and the Local staff, provide advocacy for members whose concerns fall outside the collective agreement but which affect their working environment and conditions and thus fall under the Local's mandate.
  - v. Preside over General Membership and Executive meetings in the event of the absence of both the President and Vice-President.
- (k) The COMMUNICATIONS OFFICERS shall
- i. Be responsible for coordinating most of the Local's communications with membership including managing the Local's website, preparing posters, leaflets and other materials, managing e-mail lists, developing campaign materials, and ensuring information about meetings and other happenings and events is communicated within an appropriate time-line in accordance with Local by-laws.
  - ii. Assist all officers and committees in drafting promotional materials, communicating with members and developing, producing and commissioning external communications (eg media releases, advertisements, etc.)
  - iii. Chair the Communications Committee.
- (l) The POSTINGS OFFICER shall
- i. Monitor all Employer job postings for compliance with all Local Collective Agreements.
  - ii. Maintain a database and analyze patterns of job postings, hours-of-work forms and other materials received by the Employer.
  - iii. Maintain a job postings database for member' use on the Local's website and in the Local offices.
- (m) The VICE-PRESIDENT EXTERNAL shall
- i. Be the external liaison officer to the Local
  - ii. Sit as delegates to the Hamilton and District Labour Council, Hamilton and District CUPE Council, where possible run for nomination as a delegate to conventions/conferences.
  - iii. S/he should remain apprised to what is happening in the broader labour movement and where relevant report back to the executive committee and general membership.

- 
- (n) All executive officers are jointly responsible for the effective operation of the Executive Committee and shall perform any additional duties deemed necessary by the Executive Committee.
  - (o) All Executive Officers are expected to make a written or verbal report on their respective portfolios at each GMM and contribute an end-of-year report to the Executive Report to be presented at the Annual General Meeting (AGM) which includes a summary of their activities over the course of the year as well as recommendations for the year to come.

## **6. COMMITTEES**

- a) The Executive Committee and/or the membership shall, from time to time, elect AD HOC COMMITTEES AND/OR SEMI-AUTONOMOUS WORKING GROUPS as deemed necessary for the good of the Local's operation. All committees should strive for consensus based decision making. All committees' chairs are expected to make a written or verbal report at each GMM and present an end-of-year report at the AGMM which includes a summary of their committee's activities and budget over the year as well as recommendations for the year to come.
- b) The GRIEVANCE COMMITTEE shall consist of the Chief Stewards of Units 1,2 and 3 and up to five (5) additional members of the Local. The committee will be chaired by one of the Chief Stewards, elected by simple majority of the committee. Meetings of the Grievance Committee shall be closed, except that the Committee may invite members to attend specific meetings, along with the Local's Staff Representative and legal counsel. Continued attendance at Grievance Committee meeting and maintaining confidentiality shall be conditions for continued membership on the committee. The Grievance Committee shall not make any decision about whether to proceed with a grievance unless it has the grievor or grievors reasonable opportunity to present his/her or their case for proceeding with the Grievance to the Grievance Committee. The Grievance Committee shall:
  - i. Review potential grievances and recommend and pursue action
  - ii. Prepare information for the membership, executive and stewards on matters related to grievances;
  - iii. Compile and analyse grievance information;
  - iv. Arrange for training on grievance-related matters;

- 
- v. Advise all relevant officers and committees regarding grievance related issues in their portfolios
- c) The COMMUNICATIONS COMMITTEE shall consist of the Communications Officer (chair), Benefits and Advocacy Officer; Undergraduate officer and up to five (5) additional members of the Local. The Communications Committee shall:
- i. Maintain the Local's website
  - ii. Prepare a newsletter a least once per academic term (3 per year)
  - iii. Work with the Executive and staff to maintain and extend avenues for member communication including e-mail lists membership lists etc.;
  - iv. Ensure that members remain apprised at all times of important issues including meeting dates, key resolutions, solidarity work, and workplace rights.
- d) The WOMEN'S COMMITTEE shall consist of female-identified members of the Local. It shall be responsible for safe-guarding the rights of female-identified members and formulating policy proposals for the Local's consideration. The Women's Committee shall work to promote awareness of issues which face female-identified people.
- e) The POLITICAL ACTION COMMITTEE (PAC) shall be a semi-autonomous branch of the Local charged with extending and expanding the Local's social justice and equity mandate within and beyond out workplace. The PAC shall be a participatory-democratic forum. Decisions shall be made by consensus of Active Members of the PAC. Active Members are considered to be those whose attendance has been recorded at a minimum of two official PAC meetings. It is advisable that PAC include liaisons to the Executive Committee, Stewards Council and Equity Action Committee. The PAC shall oversee and distribute the Local's annual donation budget in accordance with the by-laws. For donations exceeding \$500, the PAC shall seek ratification of the General Membership. In emergencies related to donations, the Executive Committee may ask the PAC Chair to release \$500 from the donations budget to the Executive. This article does not prohibit the Executive from making donations out of budget lines other than the donations budget line, nor the General Membership from drawing on the donations budget line through resolutions at a GMM. The PAC may appeal to the General Membership for donations beyond or outside of its budget. The PAC shall elect a chair from its active



membership each October. The chair shall be selected by consensus of active members who are present at the meeting wherein the chair is elected. Should there be no consensus after two meetings, an 80% majority of active members shall elect a chair. The chair shall sit as a non-voting ex-officio officer on the Executive. The PAC shall also have a person or persons assigned to fulfill the functions of treasurer and secretary (the chair may fulfill these roles). The PAC may choose to provide some or all of these officers with an honorarium from their budget. The PAC shall:

- i. Be open to all members of the local
- ii. Operate at arm's length from the Executive and Stewards' Council
- iii. Be Secured by an annual operating budget
- iv. Adjudicate appeals for donations
- v. Facilitate a "flying squad" to support causes and fellow workers
- vi. Educate members of the Local
- vii. Work in cooperation with the Equity Action Committee
- viii. Make Reports on their spending and activities in person or in writing to the Executive Committee at least once a month and in person to the General Membership at each GMM. They shall file an end-of-year report for the Annual General Meeting

- f) The EQUITY ACTION COMMITTEE (EAC) shall be semi-autonomous activist committee which shall seek to dismantle oppression which targets Equity Seeking Groups (see Appendix B) in our union, workplace and world. The EAC shall be chaired by the Equity Officer and shall have persons assigned to fulfill the functions of treasurer and secretary (the Chair may fulfill these roles). At no time shall the chair or the majority of the members of EAC be from outside an Equity Seeking Group (Appendix B). The EAC may choose to provide some or all of its members with honoraria. The EAC shall:
- i. Be secured a budget to carry out its work;
  - ii. Educate Local membership regarding equity-related issues;
  - iii. Advocate for members from equity-seeking groups (Appendix B) suffering oppression and harassment;
  - iv. Intervene in instances of systematic, environmental, institutional, and interpersonal oppression and harassment
  - v. Create a safe and confidential forum for members to share their concerns;
  - vi. Maintain confidentiality and professionalism;
  - vii. Work in cooperation with the PAC

- 
- viii. Work with the International Officer, Benefits and Advocacy Officer, Grievance Officer, and Health and Safety Officer where necessary;
  - ix. Report on its work each GMM and file an end-of-year report for the Annual General Meeting.
- g) The BENEFITS COMMITTEE shall be chaired by the Benefits and Advocacy Officer. It shall be open to all members of the Local. The Benefits Committee shall:
- i. Work to ensure the expeditious delivery of, and easy access to benefits;
  - ii. Negotiate benefits contracts and agreements on behalf of the membership;
  - iii. Communicate benefits-related information to membership;
  - iv. Make available information and resources about other benefits and funds outside the Local to which members and their families have access
  - v. At times, undertake advocacy for members in various aspects of their lives;
  - vi. Administer the Professional Development and Hardship Funds;
  - vii. Maintain confidentiality and professionalism
- h) BARGAINING COMMITTEES:
- i. The Unit 1 Bargaining Committee shall consist of not more than eight (8) members in good standing of Unit 1, elected at a Unit 1 General Membership Meeting. One seat shall be reserved for an undergraduate member of Unit 1, and in the event that no undergraduate member comes forward, that seat shall remain vacant. The bargaining team may choose to be assisted by an advisor, a staff representative/business agent, and/or a person with secretarial functions.
  - ii. The Unit 2 Bargaining committee shall consist of not more than four (4) members in good standing of which the majority must be from Unit 2, elected by Unit 2 members at a General Membership Meeting. The bargaining team may choose to be assisted by an advisor, a staff representative/business agent, and/or a person with secretarial functions.
  - iii. The Unit 3 Bargaining committee shall consist of not more than four (4) members in good standing of which one spot must be reserved for a member from Unit 3, elected by Unit 3 members at a General Membership Meeting. The bargaining team may choose to be assisted by an advisor, a staff

representative/business agent, and/or a person with secretarial functions.

- i) The Bargaining Support Committee shall be struck no later than the GMM following the election of the bargaining committee. All interested members of the Local (from either Unit), the Stewards and the Executive Committee member shall serve on the bargaining support committee. The bargaining support committee will elect from its members two co-chairs. The bargaining committee will give direction to the bargaining support committee.

In the event of a strike vote (conducted as per Article 12) or under direction from the bargaining committee, the bargaining support committee shall form the Local Strike Committee.

If both units are bargaining simultaneously the two bargaining committees will determine if separate bargaining support committees are necessary.

- j) The local STRIKE COMMITTEE shall be struck when a strike vote is called or as directed by the bargaining committee. The Strike Committee shall consist of members of the bargaining support committee, Executive members, stewards, any interested members and members of the bargaining committee. The Strike Committee shall elect from its members two co-chairs.

Sub-Committees of the Strike Committee shall include, but not be limited to strike policy, finance, food and acquisitions, headquarters/off-campus space and transportation.

From among its members, the committee shall choose two Picket Marshalls, a Police Liaison, a Media Liaison, liaison to the bargaining committee and any other members with special duties as needed.

With three months of the end of a strike, or the disbanding of the Strike Committee, the chair/co-chairs shall provide the Local with a written report, including future recommendations.

The Strike Committee should consult the CUPE Strike Manual and the written reports of the previous Strike Committees of the Local.

- 
- k) THE BUDGET COMMITTEE
- i. The Budget Committee shall consist of the Treasurer, and two (2) representatives of the Executive. The Treasurer shall chair the Committee.
  - ii. The Committee shall be responsible for formulating a yearly budget to be presented to and approved by the Executive and the Membership. The budgeting process should be completed annually and presented to the Executive and the Membership in September. The Committee shall make recommendations on budget variances if required. Any variances must be presented to the Executive and Membership for approval.
  - iii. The Committee shall include in each budget, a sum to be transferred from the general funds to the Strike Fund as either a lump sum for the year or a monthly or quarterly amount which could be based on the membership dues.
- l) THE BY-LAWS COMMITTEE:

The bylaws committee shall consist of The Vice President, Equity Officer and no more than 6 (six) other elected members. The bylaws committee shall be charged with overseeing, changing, and updating the Local Bylaw's ensuring that they are up to date and consistent with current practice following guidelines set out in section 7 of the current Bylaws.

- i. A Chair shall be elected by the committee itself
- ii. Recommendations for bylaws changes put forth to the GMM, must first be approved by a simple majority of the Bylaws Committee.
- iii. Members of the Local may submit changes to the bylaws to the Chair of the Bylaws Committee for consideration by the Bylaws Committee

## **7. BY-LAWS**

- (a) These By-Laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these By-Laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is

the prerogative of the National President.

- (b) By-Law Revision
  - i. These By-Laws shall not be amended, added to, or suspended except by a two-thirds (2/3) majority vote of those present and voting at a regular or special membership meeting following seven days notice at a previous meeting or at least sixty days written notice.
  - ii. For the purposes of By-Law review only, adequate notice of motion shall be deemed to have been given if the suggested revisions are presented at the time and place of a regularly scheduled general membership meeting, regardless of quorum.
  - iii. No amendments to the bylaws shall be made from the floor of the GMM. If amendments to the article up for discussion need to be made, the motion shall be referred back to the Bylaws Committee. The 2/3 majority vote as per 7.B(i) above, is still needed for referral.
  - iv. The formal process for proposing changes to these bylaws shall be through the bylaws committee as outlines in Article 6.I.
- (c) No change in these By-Laws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

**8. STEWARDS' COUNCIL/STEWARDS**

- a) Stewards shall serve as the Local`s representatives at the department level and shall represent the view and issues in the department to the Local. They shall:
  - i. Advance and extend the objectives (article II) of the Local on the departmental level in the role of steward;
  - ii. In consultation with the executive committee, advocate on behalf of members in their department;
  - iii. Be part of grievance and equity related procedures in their department, if need be;
  - iv. Keep an eye on working conditions and adherence to Collective Agreements in their department level;
  - v. Inform and mobilize members of the local at the department level;
  - vi. Distribute information;

- 
- vii. Sit on the Stewards Council to identify common issues and set the Local`s direction with regards to Health and Safety, Grievances, and Benefits
  - viii. Organize members to attend GMMs and other Local events
- b) The elected stewards shall meet at least once per term as a Stewards Council to advise the Executive Committee of relevant developments in the departments and to keep abreast of the Local`s affairs and communicate these to the membership. The Stewards Council shall be chaired by the Chief Stewards (who will represent unrepresented departments), and attended ex-officio by the Undergraduate Officer and Health and Safety Officer. Other member of the exec may be invited to attend to discuss items specific to their portfolio. Chief Stewards may choose to call meetings of their own particular Unit`s stewards and it is advisable that the Chief Stewards of the other two units attend ex-officio.
- c) Democracy and Accountability
- i. Each department shall be represented by up to 4 stewards from Unit 1, and 2 stewards from Unit 2, and 2 stewards from Unit 3 chosen through a democratic process.
  - ii. It shall be the responsibility of each elected steward to provide their names, and contact information to the Chief Steward of their Unit within three (3) calendar days.
  - iii. A steward can be recalled with a petition signed by two-thirds (2/3) of the membership of the department. The election for the replacement shall take place at the next meeting of the department under the supervision of the Chief Steward.

## **9. MEETINGS**

- a) The Executive Committee is required to call regular General Membership Meetings, and in any case, at least one meeting from September to April. Only members in good standing may be admitted to the meeting.
- b) Members shall be adequately informed of General Membership Meetings seven (7) days prior to a Meeting, by means of email notices, website, written notice, bulletin boards, newspaper ads, or such other method as the Executive Committee deems effective.

- 
- c) Special General Membership Meetings may be ordered by the Executive Committee or requested in writing by no fewer than 40 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least forty-eight (48) hours notice of the special meeting and the subject (s) to be discussed (except meetings called by the Executive Committee with regards to strike actions, which shall require just twenty-four (24) hours notice). No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
  - d) A quorum for the transaction of business at Unit 1 General Membership Meetings shall consist of not fewer than twenty (20) members of that unit in good standing. A quorum for the transaction of business at Unit 2 General Membership Meetings shall consist of not fewer than five (5) members of that unit in good standing. A quorum for the transaction of business at Unit 3 General Membership Meetings shall consist of not fewer than five (5) members of that unit in good standing. In most instances, Unit #1, 2, and 3 may have combined General Membership Meetings and quorum remains the same as that of Unit 1. At such combined General Membership Meetings votes on issues that affect only one bargaining unit, only member of that bargaining unit shall vote and no such vote can occur if the quorum for that particular unit is not present. All members may vote on By-Law changes and motions that affect the Local Union as a whole.
  - e) In the event that quorum is not achieved at any bargaining unit's General Membership Meeting or at any combined General Membership Meeting, the agenda and the transaction of business planned for that meeting's agenda shall be tabled until the next General Membership Meeting. Urgent matters may be dealt with by the Executive Committee, as long as the matter does not conflict with other by-laws. Any decision the exec makes on these matters shall be reported back to the next GMM. In the interest of those members who do attend a General membership Meeting that fails to achieve quorum the chair of such meeting shall declare Membership Information Meeting at which time all matters on the set agenda shall be open for discussion and questions from those in attendance.
  - f) GMM`s must be held in accessible space. Childcare costs shall be covered by the local to allow for members to attend the meetings
  - g) GMM`s will be chaired by the President unless otherwise designated. All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary procedure.

- h) The Local`s Equity Statement (Appendix A) shall be read aloud at the outset of each GMM. The statement will govern the conduct of the meeting, and at the chairs discretion, if the equity statement is violated, s/he may issue a warning and remove the member from the meeting.

## **10. MEMBERSHIP DUES**

- (a)
- i. For Units 1 and 2 the monthly dues shall be 2.5% of gross bi-weekly or monthly income.
  - ii. For Unit 3, the monthly dues shall be 2.0% of gross bi-weekly or monthly income
- (b) The regular monthly dues shall be established or altered by the Local Union only at a General or Special Membership Meeting provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given.
- (c) The Local may levy a special assessment in cases of emergency or when income from dues and initiation fees inadequate to finance necessary expenses of the Local. Special assessments cannot last longer than six months.
- (d) Before the Local may levy a special assessment it shall:
- i. Give the reason for the assessment to its members;
  - ii. Obtain approval by a majority vote of the members in good standing voting at a general or special membership meeting provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given. The vote shall be by secret ballot if so ordered by the members;
  - iii. Obtain approval from the CUPE National President.

## **11. COLLECTIVE AGREEMENTS**

Collective agreements and engagements on behalf of the Local shall be signed by the President and two (2) Executive Officers and must first be approved following a ratification process which complies with the Ontario Labour Relations Act.



- a) A notice of a Special GMM (General Membership Meeting) for ratification purposes shall be given in accordance with 9.3 of the By-Laws.
- b) The Bargaining Committee shall review any Memorandum of Agreement with the entire Executive prior to the Special GMM.
- c) The Memorandum of Agreement shall be provided in hard copy to the members attending the Special GMM.
- d) At the SGMM which initiates voting the membership shall elect no less than 2 and no more than 4 scrutineers. The scrutineers will give their contact information to the President or Vice President and the Recording Secretary.
- e) Voting shall commence that evening and conclude 90 minutes after the adjournment of the SGMM with the ballot box(es) being sealed and signed by the scrutineers.
- f) Voting shall continue the following day in an accessible location or locations selected by the Local Executive from 10:00am until 5:00pm (or other designated hours, which provide for seven (7) consecutive hours of voting time.
- g) All ballots shall be counted by the elected scrutineers in the Local's offices or a designated accessible location.
- h) Once the votes have been counted, the votes shall be recorded and the official record signed by the elected scrutineers.
- i) All amendments to the collective agreements shall be ratified by a majority (50% +1).
- j) The ballots are then returned to the ballot box where they are sealed by the elected scrutineers and held by the Recording Secretary until a motion is passed by the membership at a future GMM to destroy the ballots.
- k) Results of the ratification vote shall be conveyed to the membership by the President and the Vice President of the Local via email and the Local's website as soon as reasonably possible.
- l) There are to be no materials visible at any polling station that could influence the voting outcomes.

## **12. STRIKES**

- a) A Strike Vote, if called by the Bargaining Committee, shall be commenced at a General Membership Meeting, or a Special General Membership Meeting. Voting by secret ballot of union members shall be held on at least two (2) consecutive days, and strike action is authorized if the majority [50%+1] of those voting vote in favor of a strike.
  - i. A notice of Special General Membership Meeting (SGMM) for Strike Vote Purposes shall be given in accordance of article 9.3

- 
- ii. At the SGMM which initiates voting, the membership shall elect no less than two (2) and no more than four (4) scrutineers. The scrutineer will give their contact information to the President or Vice President and the Recording Secretary
  - iii. Voting shall commence that evening and conclude 90 minutes after the adjournment of the SGMM with the ballot box(es) being sealed and signed by the scrutineers.
  - iv. Voting shall continue for at least the following two (2) days (not including weekends and statutory holidays) in an accessible location or locations selected by the Local Executive from 10:00 am until 5 pm (or other designated hours which provide for seven (7) consecutive hours of time)
  - v. There are to be no material visible at any polling station that could influence the voting outcomes
  - vi. All ballots shall be counted by the elected scrutineers in the Local's offices or a designated accessible location.
  - vii. Once the votes have been counted, the votes shall be recorded and the official record signed by the elected scrutineers
  - viii. The Ballots are then returned to the Ballot Box where they are sealed by the elected scrutineers and held by the recording secretary until a motion is passed by the membership at a future GMM to destroy the ballots.
  - ix. Results of the Strike Mandate Vote shall be conveyed to the membership by the President and Vice President of the Local via email and the local's website as soon as reasonably possible
- b) CUPE 3906 shall establish and maintain a strike and Defense Fund.
- i. The CUPE 3906 Strike and Defense Fund shall be held and maintained in an account separate from the general funds of the Local Union.
  - ii. Interest from the CUPE 3906 Strike Fund remains in the fund to add to the principle.
  - iii. The CUPE 3906 Strike and Defense Fund shall be used only in the following circumstances (s):
    - a) Upon an affirmative strike vote by the membership, the Executive and the Bargaining Committee thereby being authorized to spend up to ten thousand dollars (\$10,000.00) from the CUPE 3906 Strike and Defense Fund in preparation for a possible strike.
    - b) in the event of a strike or lockout
    - c) In the event of the need for emergency funds by the Local (i.e. an Employer lockout) a two-thirds (2/3) majority vote at a General Membership Meeting (GMM) may authorize the withdrawal of money from the Strike and Defense Fund.

- 
- iv. The CUPE 3906 Secretary-Treasurer and President shall be responsible for the disbursement of the CUPE 3906 Strike Fund, subject to the approval of the Executive Committee and shall maintain separate and detailed accounting of the CUPE 3906 Strike Fund
  - v. Strike pay will be issued at the end of ten (10) calendar days following commencement of a strike, and shall be paid out on a weekly basis from that point on for the future of the duration of the strike.
  - vi. Strike pay and procedures are in accordance with the CUPE national Defense Fund Regulations

### **13. OBLIGATIONS, SUSPENSIONS, AND EXPULSIONS**

- (a) Membership in CUPE Local 3906 shall oblige the members to abide by the provisions of the CUPE Constitution and the By-Laws of the Local.
- (b) All members must abide by the legal agreements entered into on their behalf.
- (c) Any members of the Local may be fined, suspended or expelled in the manner provided in the CUPE Constitution (Articles B 11.1 to B 11.5).

### **14. MEMBERSHIP**

- (a) Any member whose employment terminates may maintain his/her membership until the beginning of the third academic term after the term in which she/he was last employed, and shall be considered a member in good standing, with all rights and privileges except those restricted by Ontario Labour Law.
- (b) Any member whose dues are paid to the Union shall be considered a member in good standing.
- (c) No person otherwise eligible for membership in the Union shall be admitted to membership if she/he has been fined, suspended, or expelled by the Union, or a Local in this Union, until she/he has complied with the terms of such fine, suspension or expulsion.
- (d) No person otherwise eligible for membership in this Union shall be excluded from membership, or discriminated against in any way.

**15. EXTERNAL AND LABOUR WORK**

- a) Each year the Executive committee shall budget no less than \$2000.00 for donations to:
  - i. Labour/union Solidarity
  - ii. Personal appeals from convention floor; and or
  - iii. Labour endorsed charities and appeals
- b) In all other cases appeals will go directly to the Chair of the PAC. The PAC Chair will then take all reasonable requests to the PAC for consideration in accordance with Article 6 or these by-laws, PAC policy and objectives of the objectives of the Local. Each year the PAC donation budget will be no less than \$2000.
- c) All donations will be reported to the membership at the General Membership Meeting which follows the dates of the decision.

**16. VOTING OF FUNDS**

Any sum exceeding \$500.00 (five hundred dollars) shall be voted on at a GMM for the purpose of a grant or contribution to any member, or any cause outside the local. Except for:

- a) Ordinary expenses associated with the operation of the Local 3906 office'
- b) Bills or vouchers,
- c) Expenses through the benefits plans administered by the local. Sums exceeding \$500 administered through the benefits plan shall be approved by the Executive Committee following an in camera session.

**17. OUT OF POCKET**

- a) The in-town per diem for attendance at full day, pre-authorized union conference or convention on behalf of Local 3906, shall be \$25.00 (twenty-five dollars).
- b) The out-of-town per diem for attendance at full day, pre-authorized union conference, or convention on behalf of Local 3906, shall be \$65.00 (sixty-five dollars) per day.
- c) Receipted parking, travel and accommodation expenses incurred during while attending pre-authorized union conference or convention on behalf of Local 3906, shall be reimbursed in full.

All expenses described in 17 above, shall be supported by an expense voucher and appropriate receipts.

- a) Out-of-pocket expenses shall be provided monthly in amount of \$300.00 (three hundred dollars) for those elected to the following positions. (These out of pocket expenses are intended to cover for incidental expenses and are not a salary for holding a position within the Local.)

President, Vice-President, Recording Secretary, Secretary-Treasurer, Chief Steward, Chief Steward Unit 2, Grievance Officer, Equity Officer, Undergraduate Officer, Health & Safety Officer and International Officer.

- b) Signing authority

There shall be four (4) authorized signing officers to ensure that a person signing a cheque is never the recipient of a cheque they have signed. At no time shall a signing officer sign a cheque that is blank.

### **18. CASUAL EMPLOYEE HIRE**

A casual employee (as outlined in the 1281 collective agreement), also called a member mobilizer (hereafter referred to as "the member mobilizer") is an individual hired to do extra work as deemed necessary by the executive committee. Such work can be (but is not limited to) writing bargaining surveys, mobilizing current members, organizing a particular campaign, working on an organizing drive, and short term data-entry. The following lay out the terms and conditions of their employment:

- a) A hiring committee of at least 3 executive members will create a job description outlining the duties involved for the position and post the job description to (at least) the local's website, and sent via email to the membership. Any job posting will be approved by the executive committee.
- b) Within 5 business days of being hired, a meeting will be held between the member mobilizer, the local staff, and the staff supervisors to outline the expectations of the job.
- c) If the member mobilizer will be away from campus (or unable to perform her/his duties) for an extended period of time (a week or more), s/he will inform the local staff, and the staff supervisors of her/his absence 5 business days ahead of time (if possible).
- d) The member mobilizer shall complete an "hours of work" form every week, documenting the work that was done, where that work was done, and how many hours they worked that week. The form will be signed off by either of the staff supervisors.

- 
- e) Should it come to the attention of any member of the executive committee or staff representative that the individual is not completing the requirements of her/his position the complainant will immediately speak to the president (or other staff supervisor). Best practise will be to handle the complaint informally. If informal intervention does not adequately address the issue, the staff supervisors will investigate the claim within 5 days (of receiving the complaint or attempting to address the issue informally). The local staff representatives may be part of these discussions if they feel comfortable doing so.
- i. The investigation will involve, but not be limited to, addressing the issue with the member mobilizer, and providing her/him with written documentation of the nature of the complaint.
  - ii. The investigation will conclude within 10 business days of receiving the complaint
  - iii. Should the member mobilizer be found to not be performing the duties of her/his position, the staff supervisors, along with the member mobilizer, shall find a solution to the problem of why work is not being done, and will create an action plan to get the member mobilizer back on track.
- f) The outcome of such an investigation will be documented, including the nature of the complaint, the outcome of the investigation, and the actions taken to address the issue.
- g) Should the member mobilizer receive more than 3 complaints where the investigation revealed s/he was not performing the necessary tasks of her/his position, the employment relationship shall be terminated. In such a situation, the member mobilizer will be paid for any outstanding work that was completed up to the date of termination.
- h) All casual employees are subject to the restrictions and privileges of the CUPE 3906 bylaws

### **19. Paid Executive Positions (Book-off)**

As outlined in Article 3(a)(i), members of the executive committee will receive an honorarium for the services they provide to the local, typically equivalent to of 10 hours a week.

Because of the workload involved in some of executive positions (including, but not limited to, the President and Secretary-Treasurer), these executive officers may be paid at the Unit 1 Class A TA wage rate for an additional 10 hours per week.

Should the officer be a member of Unit 1, they will have the option to be booked off from their TA duties (in accordance with the U1 collective agreement). If the member elects to be booked off, she/he will be paid an extra 3 hours in lieu of

the health and safety training in the Unit 1 collective agreement. If the member is not in Unit 1, or chooses not to take the book-off, they may be paid at the equivalent wage rate for the extra hours.

Should an executive member hold such a position and be paid for extra hours, a higher standard for accountability will be expected.

**a. Higher standard for accountability**

An executive member receiving additional remuneration shall:

- i. Hold a meeting within 5 days of commencement of duties, between the executive member who is to be paid, the local staff, the Vice-President, and the staff supervisors, to outline the expectations of the portfolio. The commencement of duties may be either the day she/he was elected into office, or the day she/he accepted the book-off or paid position.
- ii. Ensure at least 5 of the extra paid hours of work per week take place in the union office, preferably during hours when the office is open.
- iii. Wherever possible, in the case of an extended absence, ensure that the local staff and staff supervisors are informed of her/his absence at least 5 business days prior to her/his absence.
- iv. Complete a time sheet every week, documenting the work that was done, where that work was done, and how many hours they worked that week. The form will be signed off by either of the staff supervisors. It is understood that the first 10 hours worked in a week will be considered regular executive member duties, and any hours above that (to a maximum of 10 hours per week) will be paid at the agreed upon rate.

**b. Failure to complete duties**

- i. Should it come to the attention of any member of the Executive Committee (the accuser) that an executive member receiving additional remuneration (the accused) is not completing the requirements of their portfolio, the accuser must first speak to the individual informally.
- ii. Should the accuser feel uncomfortable doing so, or if informally addressing the issue has failed, the accuser shall immediately submit their complaint to the President (the investigation chair).

---

Should the accused be the President, the investigation chair shall be a staff supervisor.

- iii. Within 5 days, the investigation chair shall strike a committee of 3 executive members to investigate the claim. The investigation committee will consist of the investigation chair, a staff supervisor, and another volunteer from the executive committee. The local staff representatives may be part of these discussions if they feel comfortable doing so. At no point will the accused sit on this committee.
- iv. The investigation will involve, but not be limited to, addressing the issue with the executive member in question, and providing her/him written documentation of the nature of the complaint.
- v. The investigation will conclude within 10 business days of receiving the complaint.
- vi. Should the accused be found to be failing to perform the duties of their portfolio, the investigation committee, along with the accused, shall determine and implement an action plan to remedy the cause of the failure and complete any outstanding work.
- vii. The outcome of an investigation will be documented, including the nature of the complaint, the outcome of the investigation, and the actions taken to address the issue.
- viii. Should an executive member receiving additional remuneration receive more than 3 complaints where the investigation revealed she/he was failing to perform their duties, they shall cease to receive remuneration for their additional work.
- ix. Complaints shall not be punitive, and false complaints may be considered as offenses against these Bylaws and the Constitution of CUPE National.
- x. Should an executive receiving additional remuneration continue to fail to perform their duties, a complaint may be filed pursuant to Appendix B, Article XI of the CUPE National Constitution (Trial Procedure).



**c. Dispensation of remuneration**

- i. The payment schedule for an executive member receiving additional remuneration shall be negotiated with the Secretary-Treasurer.
- ii. In no situation shall an executive member receiving additional remuneration be paid up-front in a lump sum for the expected hours worked.
- iii. Any work required in addition to the contracted hours shall be first discussed with the Executive Committee.

**Appendix A: Equity Statement**

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behavior that creates conflict prevents union members from working together to strengthen the union and its initiatives.

As unionists we aim to achieve mutual respect, cooperation and understanding throughout our membership. We neither condone nor tolerate behavior that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

A hostile or offensive environment includes discriminatory speech or conduct, which is racist, sexist, transphobic or homophobic and/or discrimination based on (in)ability, age, class, religion, language and ethnic origin. A hostile and intimidating environment also includes attempts to de-voice other members by ignoring GMM speaking practices or by talking over, yelling, rolling eyes at or shutting down contributions made by others.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate others. Harassment will not be perceived or treated as frivolous behavior. The uneasiness and resentment that harassment creates hinder the growth of the union by hampering our capacity to work together on shared concerns such as decent wages, safe working conditions and justice in the workplace, society and in our union.

The above-mentioned components of a hostile environment hurt and divide the union and compromise CUPE's policies and commitments to equality. Members, staff and elected officers must be mindful that all members deserve dignity, equality and respect.

---

**Appendix B: Regarding Equity Seeking Groups**

For the purposes of these by-laws, the term “Equity Seeking Groups” includes, but is not limited to, people discriminated against on the basis of age; race; creed; colour; place of origin; ethnic origin; citizenship; immigration status; ancestry; native language; Indigenous identification (which includes First Nations; Metis; and Inuit and all other Indigenous people whose status and sovereignty rights are not recognized by the Canadian government); religious affiliation; beliefs, or activities; sex; gender; sexual preference or orientation; trans-gender or trans-sexual status or orientation; marital status; family status; class; record or offenses except where it relates to bona-fide qualification because of the nature of employment; Health Status; visible and non-visible disabilities; size or any other feature characteristic or orientation which suffers from social prejudice.

This appendix is intended to acknowledge historical injustices and address intersecting forces of oppression. The use of this appendix to further the social and economic privileges and political representation of dominate groups will not be tolerated, especially at the expense to those who belong to any of the Equity Seeking Groups outlined above.

