



**L O C A L 3906**

**B Y - L A W S**

December 2, 2012  
CD/aa/cope491

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**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 COOPERATION WITH GRASSROOTS ORGANIZATIONS 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 Grievance Officer, Health & Safety Officer, Equity Officer, Undergraduate Officer, International Officer, and Benefits and Advocacy Officer, Postings Officer and Communications Officer.

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- 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.

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- 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 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, section B6.
- c) At the membership meeting at which elections occur:
- i. The presiding officer for elections of this Local shall be the President.
  - 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.

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- 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 (11.7 B)
  - 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 six Executive and/or General Membership meetings in an academic year, 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**

- (a) The President shall enforce the CUPE Constitution and these By-Laws. The President shall normally preside at Executive Committee meetings. She/he shall be responsible for the smooth and efficient operation of the Local, and shall conduct the affairs of the Local in accordance with the policy decision of the membership. She/he shall report regularly to the Executive Committee and the membership on her/his actions. She/he shall co-sign all cheques with the Secretary-Treasurer and sign all contracts, authorizations and other official documents of the Local, unless otherwise designated. She/he is the official spokesperson of the Local, unless otherwise designated. The President shall be the supervisor to the business agent and shall be responsible for office management and

staffing. She/he shall be an ex-officio member of all committees and councils.

The President shall be entitled to vote at all meetings, and has first preference as a delegate to the CUPE National Convention. In the event of a vacancy in the position of Unit 2 Officer the President shall require the Executive Committee to appoint immediately one of its members to fulfil the duties of that Office until a replacement is elected or appointed to that position.

- (b) The Vice President shall 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. She/he shall maintain contact with other locals, the labour movement and other organizations of the National Union as appropriate, and other external bodies as deemed appropriate. The Vice-President shall substitute for the President when the President is unavailable. In the event of vacant seats on the executive committee, the Vice-President shall assist in the performance of those duties and in the search for a suitable replacement.
- (c) The Secretary-Treasurer shall be responsible for keeping all financial records of the Local, and shall receive and receipt all monies and disbursements. She/he shall co-sign all cheques and other financial documents. The Secretary-Treasurer shall 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. She/he shall present a budget for the forthcoming year no later than the September General Membership Meeting. The Secretary-Treasurer shall prepare all CUPE National per capita tax forms and remit payment to the National Secretary-Treasurer by Meeting. The Secretary-Treasurer shall prepare all CUPE National per capita tax forms and remit payment to the National Secretary-Treasurer by the last day of the following month. The Secretary-Treasurer shall serve on the Unit 2 Professional Development Fund Committee, and shall administer its funds. She/he shall be bonded for not less than \$1000.00 through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from their office. The Secretary-Treasurer shall make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited annually. The Secretary-Treasurer shall provide the



Trustees with all information they may need to complete the audit report forms supplied by CUPE. She/he shall on termination of office, surrender all books, records and other properties of the Local to his/her successor.

- (d) The Recording Secretary shall be the chief recording officer of the Local. She/he shall be responsible for keeping a full, accurate and impartial account of all executive and membership meetings including attendance sheets. She/he shall keep an accurate record of the membership and their participation in the activities of the Local. The Secretary shall: prepare the agenda for meetings and serve notice of such meetings to the executive officers; record all alterations in the By-Laws; have all records ready on reasonable notice for the auditors and Trustees; and preside over General membership and Executive Committee meetings in the absence of the President and Vice-President. The Secretary on termination of office shall surrender all books, seals and other properties of the Local to his/her successor. The Secretary shall ensure that the membership of the Local is kept informed of developments in the Local. She/he shall be responsible for notifying all members of the dates of membership meetings, and shall chair the Communications Committee, and shall be responsible for the assembly and production of all press releases, newsletters, e-mail messages, posters and other communications.
- (e) The Chief Stewards of Unit 1, Unit 2 and Unit 3 are jointly responsible for the co-ordination of departmental stewards and shall convene and chair at least one Steward's Council meeting each term. She/he shall act as a liaison between the stewards and the Executive. In doing so, she/he shall ensure that the views of departments are passed on to the Executive Committee. Furthermore, she/he shall convey Executive Committee decisions to the stewards. She/he shall ensure that each department is represented by at least one steward, and where this is not possible shall act as steward for that department. The Chief Steward shall be a member of the Grievance Committee. Following the organization of the Stewards' Network, the Chief Steward shall compile and forward to the Secretary a list indicating every steward's name, department, faculty, and contact number (s). The Chief Steward shall also promote awareness of health and safety issues that pertain to members of the Local. She/he shall participate in any committee she/he deems relevant to these issues and see to it that the Local is represented on Occupational Health

and Safety Committees.

- (f) The Grievance Officer shall chair the Grievance Committee, ensure that grievances are properly processed and duly notify the Executive Committee of the Grievance Committee's decisions. The Grievance Officer shall be involved with any stage of grievances, as required by circumstances, including accompanying members to meetings, attending and preparing for arbitration hearings.
- (g) The Unit 2 Chief Steward shall share with the Chief Steward all the duties outlined in 5 (e) save chairing the Stewards' Council.
- (h) The Undergraduate Officer shall maintain contact with Undergraduate members and ensure that their views are passed on to the Executive Committee. She/he shall convey Executive Committee and General Membership Meeting decisions to Undergraduate members. The Undergraduate Officer shall distribute Union material to Undergraduate members.
- (i) The International Officer shall be elected to ensure that the needs and views of international students are represented at the executive level of the Local.
- (j) Health & Safety Officer shall have taken the CUPE 30 hour Health and Safety Course or be willing to take the next available course. The duties of the Health & Safety Officer shall be to safeguard the occupational health and safety of the members, by being available to members as a resource person and by using his/her knowledge and training to discover and improve hazardous situations and practices. The Officer shall also 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. In addition the officer shall also serve on the University Central Occupational Health & Safety Committee.
- (k) The Equity Officer will address equity issues and issues of discrimination. She/he shall chair the Equity Committee, participate in other committees as appropriate, and promote activism around issues of equality and human rights.
- (l) The Benefits and Advocacy Officer will be responsible in general for ensuring members of 3906 are apprised of what entitlements they have as a unionized member of CUPE 3906 at McMaster University

and ensuring expeditious delivery of and easy access to these entitlements. The entitlements include the benefits and services CUPE 3906 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. In addition to being an executive officer, the Benefits and Advocacy officer will:

- i. Chair a Benefits Committee and, with the benefits committee, ensure members access their benefits with the most ease and expedience,
  - ii. Sit on the Communication committee with a specific eye to ensuring members are and remain apprised of their entitlements as a unionized worker at McMaster University.
  - iii. Provide advocacy for members whose concerns fall outside the collective agreement but effect their working environment and conditions and thus fall under the CUPE 3906 mandate, in conjunction with the grievance officer (and grievance committee), the equity officer (and equity committee), the Chief Steward (and Stewards Council) and the Business Agent.
- (m) 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.

## **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 Grievance Officer (chair), the Chief Stewards of Units 1,2 and 3 and up to five (5) additional members of the Local. 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. Assist the Grievance Officer
- iii. Prepare information for the membership, executive and stewards on matters related to grievances;
- iv. Compile and analyse grievance information;
- v. Arrange for training on grievance-related matters;
- vi. 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 member with honoraria. The EAC shall:

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- 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.

## **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.
- (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. 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.

- ii. 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 by any bargaining unit's General Membership Meeting or at any combined General Membership Meeting, the agenda and the transaction of business planes for that meeting's agenda shall be tables for and dealt with at the next executive meeting following that non-quorum General Membership Meeting.

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 the Union office 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 being to 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 (Appendix 'B.VI Trials').

#### **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 15 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.

### **LETTER OF INTENT**

Upon ratification of the By-Laws by the membership, a committee of three (3) consisting of the Secretary-Treasurer, President and one (1) elected representative shall meet to establish Protocols regarding the disbursement of money in the Strike Fund, should there be a strike. Such a protocol shall be ratified by the membership and shall form part of these By-Laws as Appendix "A".

### **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.

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**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.