CUPE 3906 | Canadian Union of Public Employees

BYLAWS

Approved by membership: August 20, 2026
Approved by CUPE National: November 2, 2026

rd/COPE491

CUPE Local 3906 Bylaws
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Canadian Union of Public Employees the Local 3906

Preamble:

Local 3906 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

The following bylaws are adopted by Local 3906 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix B to these bylaws.

The Local Union Equity Statement can be found in Appendix A to these bylaws.

1. Name

The name of this Local shall be: "Canadian Union of Public Employees, Local 3906" (Unit #1, Unit #2, Unit #3 and Unit #4) and is hereinafter referred to as "the Local."

Unit 1 represents part-time employees, including professional engineers, in Ontario, employed as teaching assistants, demonstrators, tutors and super tutors, markers, and research assistants who receive a research assistantship in lieu of a teaching assistantship, save and except those persons employed in a managerial capacity or in a confidential capacity with regard to labour relations.

Unit 2 represents all employees of McMaster University employed in Ontario as Sessional Faculty and Hourly-Rated Sessional Music Faculty having full or joint full responsibility for the teaching of 1 or more university degree credit courses, and all employees of McMaster University employed in Ontario as Sessional Faculty in the McMaster English Language Development (MELD) program (or any successor program).

Unit 3 represents all employees of McMaster University employed in the Province of Ontario as Postdoctoral Fellows save and except those Postdoctoral Fellows employed in the Faculty of Health Sciences.

Unit 4 represents all employees of McMaster University, in the province of Ontario, employed in Residence Life save and except Residence Life Area Coordinators, persons above the rank of Residence Life Area Coordinator, and persons currently represented by an existing Trade Union. This new bargaining unit includes, but is not limited to, Community Advisors (CAs), Guest Registration Assistants (GRAs), Project Assistants (PAs), Graduate Community Leaders (GCLs), and Residence Orientation Planners and Assistants (ROP/As). Other positions below the rank of Residence Life Area Coordinator (RLAC) fall within the bargaining unit.

2. The Objectives of the Local are as follows:

The objectives of Local 3906 are to:

a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;

b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;

d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;

e) Establish strong working relationships with the public we serve and the communities in which we work and live; and

f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution;

g) 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;

h) 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;

i) To work in co-operation with grassroots organizations, Indigenous peoples, democratic trade-unions, and in solidarity with oppressed peoples everywhere.

3. Local Officers

a) Trustees

The Trustees shall:

i) Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.

ii) Make a written report of their findings to the first membership meeting following the completion of each audit.

iii) Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer.

iv) Send to the National Secretary-Treasurer, with a copy of the assigned Servicing Representative, the following documents:

1. Completed Trustee Audit Program
2. Completed Trustees' Report
3. Secretary-Treasurer Report to the Trustees
4. Recommendations made to the President and Secretary Treasurer of the Local Union
5. Secretary-Treasurer's response to recommendations
6. Concerns that have not been addressed by the Local Union Executive Board

b) Executive Committee

i) The Executive Officers of the Local consist of the following: President, Vice-President, Recording Secretary, Secretary-Treasurer, Unit 1 Lead Steward, Unit 2 Lead Steward, Unit 3 Lead Steward, Unit 4 Lead Steward, Health & Safety Officer, Equity Officer, Undergraduate Officer, International Officer, and Benefits and Advocacy Officer, and Vice-President External.

ii) Any member of the Local in good standing shall be eligible for election to the Executive Committee. The Lead 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 C). 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 C), 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 or 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, Bargaining Team, Bylaws Committee, the Chairs of the Bargaining Support/Strike Committees, the Chairs of Working Groups, the Chair of the Organizing Committee, the Chair of the Women's Committee, and the stewards of each department, shall receive an honorarium provided for in the annual budget and approved by a meeting of the General Membership. 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 (more than 50%) are present. All members of the Local are entitled to attend executive meetings, 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.

c) OUWCC Campus Representative

In the event that the OUWCC Campus representative for McMaster is a Local 3906 member, that member shall:

i) Automatically attend the OUWCC conference as a delegate.

ii) Be encouraged to attend the post-secondary sector caucus at CUPE National convention and CUPE Ontario convention if they are elected to attend the convention by the General Membership.

iii) Work with the Executive Committee to implement ongoing sector campaigns.

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

a) Annual General Meetings

i) The election of all officers shall take place once each year following the Annual General Meeting, to be held no later than the first calendar week of April. Nomination for all 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 will be emailed to all members when the date of the meeting is announced and may also be obtained from the Union or from the Union's website.

ii) Additionally, members may nominate potential candidates (including self-nominations) from the floor during the election meeting. The meeting Chair shall advise the members present of the position to be filled (and any criteria) and will call for nominations three times before closing the nominations. The Chair will then call for the nominees to identify themselves and whether they accept the nomination. Self-nominations received in advance will be shared with the membership and presented as evidence that they accept the nomination.

iii) When all nominations are submitted and candidates have indicated a willingness to stand for election, a candidates' forum will be chaired by a staff member or CUPE National staff in which candidates will be permitted to make a 3-minute introductory statement to the membership advocating for their candidacy. For each elected position, 5-minutes of questions and answers will be reserved so that members can pose questions to the nominees. This period can be extended at the discretion of the Chair. The Chair shall ensure that no member has asked a second question until all members have been given an opportunity to ask one question.

iv) At no time will these statements violate the Local's equity statement.

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.

b) Bylaws Governing Campaigns

i) There shall be a maximum campaign period of 4 weeks prior to Annual General Membership Meeting) at which the election of union officers will occur. The President, or staff designate, will send notification to the membership of all forthcoming vacant executive and trustee positions, including information about the nomination process and campaign, by the first business day of March.

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, handbill (8.5"x 11" coloured paper, black ink, double sided) to the department addresses of union members. Candidates will also be permitted to submit one version of a digital campaign material to be sent out through CUPE Local 3906's regular email blasts.

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 fifty dollars ($50.00).

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) General Membership Meetings with Elections

At the General Membership Meeting at which elections occur:

i) If a position becomes vacant during the course of the year, the President or staff designate will send notification of a vacant position(s), including information about the nomination process and campaign, to the membership at least one (1) week in advance of the scheduled General Membership Meeting.

ii) The bylaws governing campaigns outlined above in Article 4 (f-l) apply.

iii) 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.

iv) 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. They will call for nominations three times before closing the nominations.

v) When all nominations are submitted, the process described in Article 4 (c-e) shall apply.

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

d) Secret Ballots

i) A secret ballot election will take place for each open executive, trustee, and applicable committee position.

ii) In the event of an in-person meeting, a secret ballot election will be held via paper ballot. Voting privileges shall be restricted to only those members in-person at the time of election. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.

iii) In the event of a hybrid or fully online meeting, a secret ballot election will be held online using a secure electronic voting platform. Voting privileges shall be restricted to only those members in-person or logged in online at the time of the election.

iv) To ensure the integrity and secrecy of an online vote, the same platform will be used by all voters. Members attending in person will vote via a personal electronic device, or at a voting station with a computer or tablet to vote in a secret vote.

v) The electronic voting platform may accept votes cast on a phone, a smartphone, a tablet or a computer as long as the results are amalgamated no matter what device was used. The platform used for a secret vote will guarantee the secrecy, including to the administrator of the vote. The platform used must be able to provide the list of voters, but not how each member voted.

vi) Electronic votes can only be conducted using a secure platform. To ensure the secrecy and integrity of the vote, a confidential personal identification method must be used to access the platform, or access must be via a personalized link. When the system requires an access code or password, anyone with access to the membership list will not be allowed to log in using another members' personal information.

vii) For an in-person election, a 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 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 majority vote is accomplished.

viii) For hybrid and/or online meeting, a majority of votes cast shall be required before any candidate can be declared elected. These elections will occur following the meeting and will use an Instant Runoff Voting (IRV) system in which voters rank all candidates. The online voting platform will automatically use second and subsequent ballots, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped and ranked votes reallocated. In the case of a tie in the final vote, the remaining candidates shall be invited to address the membership at the next meeting, and a new election will be held.

ix) For hybrid and/or online meeting, the online election will begin within 24 hours following the meeting and shall remain open for no fewer than 72 hours. All members who are present on the day of the election meeting will be eligible to receive a ballot.

x) After voting has closed the votes shall be counted by a secure online platform or by the presiding officer and a scrutineer appointed by each candidate, should the candidate choose.

e) Post Election

i) Following the counting of the ballots, the results shall be tabulated and recorded on the Local Election Records Form. The Presiding Officer and Scrutineers shall sign as Witness to the results. The records shall be held on record by the Recording Secretary for no fewer than seven (7) years. Ballots shall be kept for no fewer than ten (10) days, until ordered destroyed by the Vice President. 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).

ii) 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.

iii) Should an office fall vacant, the Executive Committee may appoint a replacement on a temporary basis, but a by-election must be conducted as soon as possible in accordance with Article B.2.5 of the National Constitution. Normally, it is preferable that the by-election be held in a manner similar to the election.

f) Officer Accountability

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 bylaws.

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 executives, 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) Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In constitution with the Executive Board, designating a signing officer during prolonged absences.

iii) Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.

iv) 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.

v) 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.

vi) 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.

vii) Present a budget for the forthcoming year no later than the September General Membership Meeting.

viii) Serve on the Unit 2 Professional Development Fund Committee and administer its funds.

ix) 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 lead recording officer of the Local.

ii) Keep full, accurate and impartial account of the proceedings of all regular 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 bylaws.

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 LEAD STEWARDS of Unit 1, Unit 2, Unit 3, and Unit 4 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 or area/building 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 Lead 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, or area/building 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 they deem 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) Lead 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) In the event of affiliation, the Lead Steward of Unit 2 will represent the Local at all conferences of the Canadian Association of University Teachers.

xiii) The Lead Steward must also be a member of the unit which they are elected to represent.

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.

iv) Chair the International Committee and advertise its operations as much as possible across different cultural groups.

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 their 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, Lead 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 VICE-PRESIDENT EXTERNAL shall:

i) Be the external liaison officer to the Local.

ii) Automatically be one of the Local's delegates to the Hamilton and District Labour Council, Hamilton and District CUPE Council (so long as they remain in the Vice-President External Position), and where possible run for nomination as a delegate to conventions/conferences.

iii) Remain apprised to what is happening in the broader labour movement and where relevant report back to the executive committee and general membership.

l) 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.

m) 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 Lead 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 Lead 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;

vi) Present a copy of the grievance report to the Local's Executive Committee at its regular meetings;

vii) Send of a copy of said grievance report to the Local's National Representative.

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.

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 bylaws. 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. Active Members are considered to be those whose attendance has been recorded at minimum of two official PAC Meetings. Should there be no consensus after two meeting, an 75% 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 my 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:

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 TEAMS AND COMMITTEES:

i) The Unit 1 Bargaining Team 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. The National Representative assigned to the local shall be a non-voting member of the team and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by membership.

ii) The Unit 2 Bargaining Team 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. The National Representative assigned to the local shall be a non-voting member of the team and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by membership.

iii) The Unit 3 Team 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. The National Representative assigned to the local shall be a non-voting member of the team and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by membership.

i) The Bargaining Support Committee shall be struck no later than the GMM following the election of the bargaining team. 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 team 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 team. The Strike Committee shall consist of members of the Bargaining Support Committee, Executive members, stewards, any interested members and members of the bargaining team. 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 BYLAWS COMMITTEE:

The Bylaws Committee shall consist of The Vice-President, Equity Officer and no more than six (6) other elected members. The Bylaws Committee shall be charged with overseeing, changing, and updating the Local bylaws 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.

m) THE ORGANIZING COMMITTEE:

The role of the ORGANIZING COMMITTEE is to build long-term Union solidarity.

The Organizing Committee shall:

i) Build Union knowledge, solidarity, and activism within the Local;

ii) Continually assess the mobilization of the membership;

iii) Educate the membership on the value of Unions, the Local, the labour movement; and

iv) Coordinate activities with the Equity Action Committee, the Women's Committee, the Political Action Committee, and the Indigenous Solidary Working Group.

v) The Chair shall consult with the Equity Officer and the Chairs of the Women's Committee, the PAC, and the ISWG to help ensure that all actions and strategies operate within an anti-oppressive and anti-colonial framework.

The Organizing Committee shall consist of at least one (1) Executive Officer and interested members of the Local. The Committee shall elect up to two (2) chairs. An Executive Officer may be elected chair or co-chair only in the event that there is a vacancy and no other candidates. Any elected Executive Officer in this position will endeavor to replace themselves with an interested member as soon as possible.

In accordance with the Local's bylaws, the chair(s) of the organizing committee shall present reports to the membership at each GMM and AGM. The committee will endeavor to make decisions by consensus, but failing that, shall operate according to the Local's designated meeting procedures.

n) THE INTERNATIONAL COMMITTEE:

The INTERNATIONAL COMMITTEE (IC) shall consist of the International Officer and numerous international members who are not Canadian citizens, preferably representing all departments in the university. The IC shall recruit new interested members at the beginning of each academic year and shall have no restrictions on the period for which any member can serve the committee. The IC shall be chaired by the International Officer and meet on a regular – ideally, monthly – basis, never less than once per academic term. The goal of the IC shall be to advocate for international members and bring their concerns to the executive and general membership meetings (GMM) every month.

The IC shall:

i) Secure a budget to carry out its work.

ii) Organize events and activities for international members throughout the year, such as art and music competitions, cricket and other sports clubs.

iii) Work closely with other international groups on campus to ensure a better experience for our international members.

7. Bylaws

a) These bylaws 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 bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

b) Bylaw Revision:

i) These bylaws 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 (60) days written notice.

ii) For the purposes of bylaw 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 two-thirds (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 outlined in Article 6.l.

c) No change in these bylaws 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 2) of the Local on the departmental level in the role of Steward;

ii) Distribute information to the members, including union updates, GMMs, and other local events and opportunities of relevance to union members;

iii) Represent the interests of their department's members at all relevant meetings (including Stewards' Council Meetings, GMMs, AGMMs, and SGMMs);

iv) Sit on the Stewards Council to identify common issues and develop advocacy priorities and strategies with regards to Health and Safety, Grievances, and Benefits;

v) Maintain official Union information sources (e.g., bulletin boards) within their department;

vi) Be part of grievance and equity related procedures in their department, if need be;

vii) Keep an eye on working conditions and adherence to Collective Agreements in their department level and report concerns to the Union;

b) The elected stewards shall meet at least twice per term as a Stewards Council:

i) 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;

ii) To obtain training formulated by the Lead stewards, the health and safety officer, and the equity officer including anti-oppression, health and safety, and best practices of the Union.

The Stewards Council shall be chaired by the Lead Stewards (who will represent unrepresented departments) and attended ex-officio by the Undergraduate Officer and Health and Safety Officer. Other members of the Executive may be invited to attend to discuss items specific to their portfolio. Lead Stewards may choose to call meetings of their own particular Unit's stewards and it is advisable that the Lead Stewards of the other two units attend ex-officio.

c) Democracy and Accountability

i) Each department shall be represented by up to four (4) stewards from Unit 1, two (2) stewards from Unit 2, and two (2) stewards from Unit 3. All stewards, including those appointed under subsection 1, shall be chosen through a democratic process.

a) In each department where there are more than 80 Teaching Assistants, the Local may appoint up to two (2) alternate Unit 1 stewards, who may act as stewards when the stewards recognized by the Collective Agreement are unavailable.

Alternate stewards will have speaking rights at Stewards' Council and be eligible for the steward honorarium.

ii) It shall be the responsibility of each elected steward to provide their names and contact information to the Lead 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 Lead Steward.

iv) Term appointments for Stewards are defined by academic year, with all positions becoming vacant September 1st and elections/acclamations happening thereafter. Any incumbent who wishes to continue in their role as Steward is required to re-offer.

(d) Stewardship Awards

The Lead Stewards will award up to three (3) awards to members of Stewards Council for their activities during the preceding academic year. These awards will include a certificate and a monetary sum of $100 each provided for in the annual budget by the Budget Committee.

Winners to be selected by all the three Lead Stewards jointly, based on the following criteria:

1. Length of term: Awardee must have been a steward for the entire academic year (Fall, Winter, and Spring/Summer).

2. Meeting attendance and involvement in member mobilization.

3. Term reports (three (3) total) highlighting the awardee's leadership at the department level and their contributions to the goals of the Union.

4. Communications to members on behalf of the Union, for better member engagement at the department level and beyond.

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, at least three (3) of whom must be members of the Executive Committee.

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, as well as at least two (2) members of the Executive Committee. Said executive members also count toward the above requirement of five (5) members in good standing should they also be a part of that unit.

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, as well as at least two (2) members of the Executive Committee. Said executive members also count toward the above requirement of five (5) members in good standing should they also be a part of that unit.

A quorum for the transaction of business at Unit 4 General Membership Meetings shall consist of not fewer than five (5) members of that unit in good standing, as well as at least two (2) members of the Executive Committee. Said executive members also count toward the above requirement of five (5) members in good standing should they also be a part of that unit.

In most instances, Unit #1, 2, 3 and 4 may have combined General Membership Meetings and quorum remains the same as that of Unit 1. Executive Committee members required to achieve quorum at a combined meeting may come from any of the Local's four (4) units. At such combined General Membership Meetings votes on issues that affect only one bargaining unit, only members 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 bylaw 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 bylaws. Any decision the Executive 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 it a 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. 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 chair's discretion, if the equity statement is violated, s/he may issue a warning and remove the member from the meeting.

i) The order of business at regular membership meetings is as follows:

- Roll Call of Officers
- Reading of the Equality Statement
- Voting of new members and initiation (when applicable)
- Reading of the minutes (from the previous meeting)
- Matters arising from the previous minutes
- Secretary-Treasurer's Report
- Communications and bills
- Executive Committee Report
- Reports of committees and delegates
- Nomination, elections, or installations
- Unfinished business
- New business
- Good of the Union
- Adjournment

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 2.5% of gross bi-weekly or monthly income.

iii) An initiation fee of one dollar ($1.00) shall be a requirement for membership in good standing, in accordance with the CUPE

Constitution.

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 Article 9.3 of the bylaws.

b) The Bargaining Team 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 two (2) and no more than four (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 ninety (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. A copy of the official record shall be made and kept by the Recording Secretary of the Local for no fewer than seven (7) years.

i) All amendments to the Collective Agreements shall be ratified by a majority.

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 Team, 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 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 then 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 ninety (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 10:00am until 5:00pm (or other designated hours which provide for seven (7) consecutive hours of time).

v) There are to be no materials 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. A copy of the official record shall be made and kept by the Recording Secretary of the Local for no fewer than seven (7) years.

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 and Defense 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 Team are thereby 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 and Defense 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 bylaws 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 they were 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 who has signed an application for membership, paid the initiation fee set out in these bylaws, and whose dues are paid to the Union shall be considered a member in good standing.

    i) Membership in good standing shall be retroactive to the beginning of the academic year upon the payment of the initiation fee.

c) No person otherwise eligible for membership in the Union shall be admitted to membership if they have been fined, suspended, or expelled by the Union, or a Local in this Union, until they have 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 two thousand dollars ($2000.00) for donations to:

    i) Labour/Union Solidarity.

    ii) Personal appeals from convention floor; and or

    iii) Labour endorsed charities and appeals such as:

        1) The Workers' Arts and Heritage Centre.
        2) Social justice organizations that have not otherwise received funds from the Political Action Committee that are time sensitive and cannot wait until a forthcoming GMM.

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 bylaws, PAC policy and objectives of the objectives of the Local. Each year the PAC donation budget will be no less than two thousand dollars ($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

Committees and working groups (including the Executive Committee) may spend at their discretion by majority vote sums totalling no more than five hundred dollars ($500.00) up to the yearly maximum approved in the budget. Any sum exceeding five hundred dollars ($500.00) for the purpose of a grant or contribution to any member, or any cause outside the Local shall be voted on at a GMM.

For greater clarity, discretionary spending includes donations, grants, contributions, and support, both monetary and in-kind. The limit of five hundred dollars ($500.00) does not apply to:

a) Ordinary expenses associated with the operation of the Local, per the Executive Committee's obligations as outlined by section 3(b)(v), which are provided for in the approved budget.

b) Expenses through the benefits plans administered by the Local.

    i) Sums exceeding five hundred dollars ($500.00) administered through the benefits plan shall be approved by the Benefits Committee following an in-camera session.

c) Expenses approved by a majority vote of the Bargaining Support Team or Strike Committee that are necessary for safe and effective mobilizations or strikes, which are provided for in the approved budget.

17. Out of Pocket

a) The per diem for attendance at a pre-authorized Union conference or convention on behalf of Local 3906 shall be paid in-line with the prevailing CUPE National rate.

b) 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.

c) Out-of-pocket expenses shall be provided monthly in amount of three hundred dollars ($300.00) 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, Lead Steward, Lead Steward Unit 2, Grievance Officer, Equity Officer, Undergraduate Officer, Health & Safety Officer, and International Officer.

d) 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 their duties) for an extended period of time (a week or more), they 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 their position, the complainant will immediately speak to the President (or other staff supervisor). Best practice will be to handle the complaint informally. If informal intervention does not adequately address the issue, the staff supervisors will investigate the claim within five (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.

    ii) The investigation will involve, but not be limited to, addressing the issue with the member mobilizer, and providing them with written documentation of the nature of the complaint.

    iii) The investigation will conclude within ten (10) business days of receiving the complaint.

    iv) Should the member mobilizer be found to not be performing the duties of their 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 three (3) complaints where the investigation revealed they were not performing the

necessary tasks of their 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 ten (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, they will be paid an extra three (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 five (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 they were elected into office, or the day they 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 their absence at least five (5) business days prior to their 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 ten (10) hours worked in a week will be considered regular executive member duties, and any hours above that (to a maximum of ten (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 five (5) days, the investigation chair shall strike a committee of three (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 them written documentation of the nature of the complaint.

v) The investigation will conclude within ten (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 three (3) complaints where the investigation revealed they were 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 upfront 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: CUPE 3906 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 persons deserve dignity, equality and respect.

APPENDIX B: CUPE NATIONAL EQUALITY STATEMENT

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

As unionists, mutual respect, cooperation, and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic, or homophobic hurts and thereby divides us. So too does discrimination on the basis of ability, age, class, religion, and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue, or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a Union.

Discrimination and harassment focus on characteristics that make us different; and they reduce 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.

CUPE's policies and practices must reflect our commitment to equality. Members, staff, and elected officers must be mindful that all persons deserve dignity, equality, and respect.

Appendix C: Regarding Equity Seeking Groups

For the purposes of these bylaws, 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.