CUPE Local 3904
Bylaws

Membership Approval

Special Membership Meeting

Accepted and Approved by the Membership
January 19, 2026
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BYLAWS

CUPE Local 3904
Toronto Metropolitan University

ARTICLE 1: NAME

The name of this trade union shall be “Canadian Union of Public Employees, Local 3904, Toronto Metropolitan University;” hereinafter referred to as “the Local.”

ARTICLE 2: GOVERNING AUTHORITY

The Local is a chartered local of the Canadian Union of Public Employees, hereinafter referred to as “CUPE” or as “the Union.” These Bylaws shall conform in all respects with the Constitution of the Union. Should a conflict arise with respect to the CUPE Constitution, the CUPE Constitution shall take precedence.

The activities of the Local shall be in conformity with the Constitution of the Canadian Union of Public Employees and the Bylaws of the Local.

ARTICLE 3: OBJECTIVES

The objectives of the Local are as follows:

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

(b) To regulate relations between the Employer and the employees by means of collective bargaining, mediation, and joint consultation;

(c) To advocate for the elimination of harassment and discrimination of any sort or on any basis on behalf of its members with respect to their employment and treatment by the Employer at Toronto Metropolitan University; for the equality of treatment regardless of age, ancestry, colour, race and related grounds, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, receipt of public assistance, record of offenses, sex (including pregnancy and breastfeeding), sexual orientation, academic freedom, political ideology or affiliation(s), or academic school of thought; and the active opposition of discrimination of same by the Employer and wherever it occurs or appears;

(d) To develop and maintain professional standards of skill, to maintain fair rates of pay and terms and conditions of employment for its members in recognition of their skills, and to ensure work opportunities for members within its jurisdiction;

(e) To act as a lobbying agent on behalf of its members to all appropriate

outside agencies which are responsible for, or which have an interest in, post-secondary education issues (such as funding, access, and quality) in the province of Ontario;

(f) To provide an opportunity for its members to influence and shape the future through free democratic trade unionism;

(g) To support CUPE in its objectives as set out in the CUPE Constitution;

(h) To take such actions as are necessary and/or appropriate to advance the labour movement as a whole; and

(i) To do all things necessary to the attainment of the above objectives.

ARTICLE 4: ORGANIZATIONAL STRUCTURE

4.1 The Bylaws are adopted by the Local pursuant to Appendix B of the CUPE Constitution, and to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible in the affairs of the Local through the sharing of duties and responsibilities.

4.2 The governing bodies of the Local shall consist of the following:

(a) The membership,

(b) The Stewards' Councils,

(c) The Executive Committee, and

(d) Other committees and caucuses as may be struck, from time to time, under the terms of these Bylaws.

4.3 In addition to the governing bodies listed in Article 4.2 above, the Local's organizational structure shall include Trustees, as provided for by Article 11 herein.

4.4 The plenary authority of the Local shall rest with the membership of the Local.

Such authority shall be exercised in properly constituted membership meetings, ratification and strike votes in accordance with these Bylaws.

4.5 The fiscal year shall be from 01 January until 31 December.

4.6 All meetings held under the auspices of the Local shall be conducted in accordance with *Bourinot's Rules of Order* (Appendix C), except as altered by the CUPE Constitution and these Bylaws.

ARTICLE 5: MEMBERSHIP

5.1(a) The membership of Unit 1 of the Local shall consist of all instructors employed by Toronto Metropolitan University ("the University") as defined in the 17 October 1977 decision of the Ontario Labour Relations Board (File #2173-76-R) and in the collective agreement between the Local and the University; hereinafter referred to as the "Unit 1 bargaining unit."

5.1(b) The membership of Unit 2 of the Local shall consist of all instructors employed by the University as defined in the 27 July 1994 decision of the Ontario Labour Relations Board (File #0537-94-R) and in the collective agreement between the Local and the University; hereinafter referred to as the "Unit 2 bargaining unit."

5.1(c) The membership of Unit 3 of the Local shall consist of all its employees employed in the bargaining unit as defined in the 25 April 2003 decision of the Ontario Labour Relations Board (File #2533-02-R) and in the collective agreement between the Local and the University, hereinafter referred to as the "Unit 3 bargaining unit."

5.1(d) For the purposes of organizing, all persons employed in any aspect of teaching, research or related duties for the University or for any program sponsored by the University and who are not, at the time, represented by a certified bargaining agent may apply for and be granted membership in the Local. In the event that a new bargaining unit is granted certification, the Executive Committee shall have the authority to establish, *pro tem*, such structures as may be appropriate and necessary for the purposes of this unit's collective bargaining and shall bring bylaw amendments regarding the new unit to the next General Membership Meeting for ratification by the membership.

5.2 Service as a Local, Provincial or National Officer of the Union shall be considered equivalent to employment within the bargaining unit. Notwithstanding the foregoing, no member may count such service as service in the bargaining unit beyond two academic years after employment in the bargaining unit lapses.

5.3 Any member whose employment constituted a minimum of 1/5 (20%) per semester of a full workload in any unit, and that employment ceases with the University, may remain a member with standing for a period of nine (9) months following the last day of deemed employment. During this nine (9) month period, said membership shall not entitle the member to stand for an elected position within the Local unless the member satisfies the eligibility criteria for one or more of the following units:

- Unit 1 – two (2) courses per academic year
- Unit 2 – two (2) courses per academic year
- Unit 3 – seventy-eight (78) hours per academic year

Any member running for the executive positions of President, Vice-President Campaigns, Vice-President Communications or Treasurer must meet the minimum workload comprised of one or more of any combination of work across the units of the minimum eligibility criteria stated above. For example, a member in good standing running for one of these positions must meet the minimum eligibility criteria:

a) In a single unit described above, or

b) One Unit 1 course and one Unit 2 course per academic year, or

c) One Unit 1 course and 39 Unit 3 hours per academic year, or

d) One Unit 2 course and 39 Unit 3 hours per academic year.

Any member running for the executive position of a designated Unit Vice-President must meet the minimum workload eligibility requirements from the designated bargaining unit alone stated above.

Any member who holds an executive position and qualifies as a member in good standing when elected and/or during their term, shall cease to hold their executive position nine (9) months after their employment with the University ceases. Any member whose employment with the University ceases remains a member in good standing for nine (9) months following their last contract, but shall cease to hold office the day after the nine (9) months following their last contract and shall no longer be considered a member in good standing.

Any member running for the non-executive positions of Steward, Trustee, Returning Officer and/or Committee Member and qualifies as a member in good standing when elected and/or during their term, shall cease to hold their position nine (9) months after their employment with the University ceases. Any member whose employment with the University ceases remains a member in good standing for nine (9) months following their last contract, but shall cease to hold office in these role(s) the day after the nine (9) months following their last contract and shall no longer be considered a member in good standing.

5.4 No person shall be excluded from membership because of age; ancestry; colour; race and related grounds; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status (including single status); gender identity; gender expression; receipt of public assistance; record of offenses; sex (including pregnancy and breastfeeding); sexual orientation; academic freedom; political ideology or affiliation(s); or academic school of thought; nor by reason of activity or non-activity in the Union or Local.

5.5 No person otherwise eligible for membership in the Local shall be admitted to membership if they have been fined, suspended, or expelled by the Union or any Local of the Union until they have complied with the terms of such

fine, suspension, or expulsion.

5.6 Membership in the Local shall obligate the member to abide by the provisions of the Constitution of the Union and these Bylaws, as well as any legal agreement entered into by the Union or the Local on her or his behalf.

ARTICLE 6: GENERAL MEMBERSHIP MEETINGS

6.1 **Frequency**

General Membership Meetings shall be held at least once between 15 August and 31 December, and at least once between 01 January and 15 May. The Annual General Meeting required by Article 6.7(a) is, for the purpose of interpreting this Article, a General Membership Meeting. The Executive Committee shall hold all General Membership Meetings in a manner that allows for the greatest accessibility to be inclusive and enable the participation and attendance of all members in good standing.

6.2 **Attendance**

General Membership Meetings shall be closed to all but members in good standing, members of the National Executive Board or National Staff of the Union, Officers of any Council or Division of the Union to which the Local is affiliated, representatives of an independent audit firm, representatives of an independent online voting platform and independent online production company, a representative from an independent minute taking company, and staff of the Local, except that the members in good standing in attendance may vote by a two-thirds (2/3) majority of votes cast to admit an individual non- member.

6.3 **Voting**

6.3(a) Except as provided by Article 6.3(b), every member in good standing in attendance is entitled to one vote on any issue which arises at a General Membership Meeting;

6.3(b) For the election of Unit-designated positions (the positions of Unit 1 Vice-President, Unit 2 Vice-President and Unit 3 Vice-President), only members of the designated bargaining unit shall be entitled to vote; and

6.3(c) Except where otherwise provided for in these Bylaws, where secrecy of votes is required, voting shall be ~~by~~ held using an independent online electronic voting platform that ensures secure access, either using a password or a personalized link, that the secrecy of the vote is guaranteed at all times, and that the integrity of the vote is maintained, and the highest number of votes cast shall be sufficient to determine a decision.

6.4 **Quorum**

For the transaction of business, thirty (30) members in good standing and a majority of the Executive Council shall constitute quorum at any General Membership Meeting.

6.5 **Calling and Petitioning General Membership Meetings**

6.5(a) General Membership Meetings may be called at any time by the President, by majority vote of the Executive Committee, by two-thirds majority vote of Stewards' Councils, or by the Executive Committee upon receipt of a written petition signed by not fewer than thirty five (35) members (quorum plus five) in good standing from more than one faculty and more than one Unit during the academic year between September and May subject to the availability of the Executive and the availability of space available for the meeting. The members who call the meeting must submit an agenda to the Executive for approval and the Executive must be present and must set the agenda;

6.5(b) Such a petition must contain the name, department of work, e-mail address, and signature of each signatory, as well as a statement of the purpose for which the members are petitioning the meeting;

6.5(c) No more than twenty-five percent (25%) of the signatories may be from any one department of work; and

6.5(d) Upon receipt of a properly constituted petition, the Executive Committee shall call a General Membership Meeting to take place within fourteen (14) days of receipt of the petition.

6.6 **Notice**

6.6(a) Except as provided by Article 6.6 (c), written notice of the date, time, place, and purpose of any General Membership Meeting shall be given to all members not later than fourteen (14) days previous to the meeting;

6.6(b) Notice will be provided by e-mail; and

6.6(c) Where a General Membership Meeting is deemed necessary for the consideration of contract offers immediately previous to and during negotiations and where deadlines preclude the provision of fourteen (14) days' notice as provided for in Article 6.6(a), the meeting may be called with three (3) days' notice by e-mail.

6.7 **Annual General Meeting**

6.7(a) The Executive Committee shall call an Annual General Meeting to be held between 15 March and 15 May of each year for the purpose of reporting to the membership on the business transacted during the previous year, and conducting elections. The Executive Committee shall hold all Annual General Meetings in a manner that allows for the greatest accessibility to be inclusive and enable the participation and attendance of all members in good standing;

6.7(b) Written notice of the Annual General Meeting shall be provided in accordance with the provisions of Article 6.6(a) and Article 6.6(b) and shall

include notice of any elections and a statement of the method of making nominations;

6.7(c) At the Annual General Meeting and/or the General Membership Meeting, the Treasurer shall, on behalf of the Executive Committee, submit a full financial report, covering the preceding fiscal year, to the membership for approval;

6.7(d) At the Annual General Meeting and/or the General Membership Meeting, the Treasurer shall, on behalf of the Executive Committee, submit a proposed budget for the following fiscal year to the membership for approval; and

6.7(e) At the Annual General Meeting, the membership shall approve the Local's auditors based on the recommendations of the Audit Committee for the following fiscal year.

6.8 **Membership Meeting Agenda**

The President will chair the meeting and follow this order of business:

1. Call to Order and Roll Call of Officers
2. Reading of the Equality Statement
3. Reading of the Indigenous Land Acknowledgement Statement
4. Approval of Agenda
5. Approval of the Minutes of the Previous Annual General Meeting and/or the Previous General Membership Meeting
6. Business Arising from the Minutes
7. Treasurer’s Report
8. Executive Officers’ Reports
9. Discussion of Special Issues and Updates Pertinent to the Membership
10. Reports of Committees and Delegates
11. Nominations, Elections or Installations
12. Unfinished Business
13. New Business
14. Adjournment

ARTICLE 7: EXECUTIVE COMMITTEE

7.1 **Composition**

7.1(a) The Executive Committee of the Local shall consist of the following:

The President,

The Vice-President of Campaigns and Equity,

The Vice-President of Communications,

The Treasurer,

The Unit Vice-Presidents, each representing Units 1, 2 and 3;

7.1(b) Except as restricted by Article 13.1(d), any member in good standing of the Local at the time of election may be elected to any position on the Executive Committee; and

7.1(c) All duly elected members of the Executive Committee shall be installed at the rise of the meeting at which the elections are held and shall continue in office for two (2) years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three (3) years. Where a position on the Executive Committee is vacant, a by-election to fill the office for the remainder of the term shall be held at the General Membership Meeting subsequent to the position being vacated.

7.2 **Meetings**

7.2(a) The Executive Committee shall, in an effort to allow for the greatest accessibility at all meetings, choose to meet either in person and/or virtually once per month between September and June and additional meetings as often as the Executive Committee deems necessary;

7.2(b) Meetings of the Executive Committee shall be open to all members in good standing of the Local who may attend as observers and, with the permission of the Executive Committee, may speak;

7.2(c) The Chair shall not vote except to break a tie;

7.2(d) All members of the Executive Committee except the Chair who are present when a question is put must vote either “in favour,” “opposed” or “abstain;”

7.2(e) Executive Committee members with a direct or indirect individual pecuniary interest and any other conflict of interest in any matter under consideration shall absent themselves from both discussion and vote;

7.2(f) The minutes shall record the disposition of each resolution, clearly indicating the number of affirmative and negative votes registered in each vote. The

affirmative, negative or in abstention vote of individual members shall be recorded if the member so requests; and

7.2(g) A majority of the members of the Executive Committee shall constitute quorum for the transaction of business.

7.3 **Duties**

7.3(a) The Executive Committee shall be the governing body of the Local between General Membership Meetings;

7.3(b) The Executive Committee shall take such actions and render such decisions as may be necessary fully to carry out the lawful decisions and instructions of the membership and of Stewards' Councils;

7.3(c) The Executive Committee shall enforce the Constitution of the Union, the Bylaws of the Local, and the provisions of all agreements between the Employer and the employees; and shall co-ordinate Union-Local affairs;

7.3(d) No changes to these bylaws shall be valid and take effect until approved by the National President;

7.3(e) The Executive Committee shall have the authority to set the dues charged to the members, upon approval of a two-thirds majority of the votes cast at a General Membership Meeting where the Executive recommendation is included in the notice calling the meeting;

7.3(f) The Executive Committee shall, in consultation with the Grievance Committees (the Stewards Councils), be responsible for the handling and processing of all grievances and for the administration of the Collective Agreement;

7.3(g) Each member of the Executive Committee shall be responsible to, and shall conform to the deliberations of, the Committee in the carrying out of their duties. Each member shall ensure that the Executive Committee be fully informed with regard to their activities;

7.3(h) Each of the three (3) Unit Vice-Presidents, together with the President, will be assigned to a corresponding unit-specific Joint Labour-Management Committee;

7.3(i) The Executive Committee shall ensure that each member of the Executive Committee, the Trustees, the Stewards Councils, and any other Local committee participates in training opportunities relevant to their duties;

7.3(j) Any three of: the President, the Treasurer, and one other member of the Executive Committee designated by resolution shall be the official signing Officers for the Local of which all payments must be electronically approved by two signing Officers, one of which must be the Treasurer. All signing

Officers of Local 3904 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;

7.3(k) The Executive Committee shall appoint a sub-committee consisting of not more than three Executive Committee members (known as the Local's Human Resources Committee) for the purpose of negotiating all employment contracts and/or collective agreements between the Local and its employees. The sub-committee shall report to the full Executive Committee, which is responsible for the ratification of such contracts and/or collective agreements;

7.3(l) In its administration of the affairs of the Local, the Executive Committee shall make every reasonable effort to adhere to the provisions of the budget adopted by the general membership at each Annual General Meeting and shall report variances to the membership as part of the routine financial reporting provided for by these Bylaws;

7.3(m) Based upon Local entitlement and budgetary considerations, the Executive Committee shall recommend to the general membership the size of Local delegation to be sent to the National Convention of the Union and to the conventions/councils/meetings of all other bodies to which the Local is affiliated and to whose conventions the Local is entitled and chooses to send voting delegates; and

7.3(n) The Executive Committee shall establish annually a *per diem* rate to be paid for expenses to members representing the Local at the National Convention of the Union and at the conventions/councils/meetings of all other bodies to which the Local is affiliated and to whose conventions/councils/meetings the Local is entitled and chooses to send voting delegates. As per Article 12.2(a), the Local will pay for delegates' transportation expenses for conventions/councils/meetings held outside the Greater Toronto Area, accommodation at a convention hotel or equivalent lodging, a *per diem* allowance established below, and an amount equal to any loss of salary incurred by attendance at the convention.

Full day participation of members representing the Local at the National Convention of the Union and at the conventions/councils/meetings of all other bodies to which the Local is affiliated will be paid at the *per diem* rate of $74 per day.

Half day participation of members representing the Local at the National Convention of the Union and at the conventions/councils/meetings of all other bodies to which the Local is affiliated will be paid at the *per diem* rate of $37 per day;

7.3(o) All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of office within forty-

eight (48) hours of losing their position on the Executive Committee.

7.4 **The President**

The President shall be the Lead Executive Officer, lead administrator, and spokesperson for the Local and shall:

7.4(a) Chair all meetings of the Executive Committee and the Local Union, however, at their discretion, they may appoint a Chair for any meeting;

7.4(b) Be responsible, in conjunction with the Executive Committee, for the smooth and efficient operation of the Local;

7.4(c) Sign all authorizations, contracts, and other official documents of the Local;

7.4(d) In conjunction with the Treasurer, be responsible for accounting for all funds of the Local;

7.4(e) Be responsible for the calling of all Local meetings except meetings of Stewards' Councils and, with the Local Treasurer or the VP Communications, for provision of the required notice and for the preparation of an agenda for such meetings;

7.4(f) *Ex officio*, be a member of all councils and committees of the Local;

7.4(g) Report to the membership at each general membership meeting regarding the actions of the Executive Committee;

7.4(h) Fill committee vacancies where elections are not otherwise provided for; and

7.4(i) Have first preference as a delegate to the National Convention of the Union and to the conventions of all other bodies to which the Local is affiliated and to whose conventions the Local is entitled and chooses to send voting delegates.

7.5 **The Vice-President of Campaigns and Equity**

The Vice-President of Campaigns and Equity shall:

7.5(a) Assist the President in the administration of the Units of the Local;

7.5(b) Be responsible for developing and maintaining contacts and regular liaison and promoting equity with those organizations within the University community and be responsible for developing and maintaining contacts and regular liaison and promoting equity with organizations outside the University community, the activities of which are not Unit-specific; as defined by Policy and coordinated by the President;

7.5(c) Advise and give guidance to Executive Committee members and the

general membership on all issues that affect all equity seeking groups at the local and union level and at the broader labour movement level;

7.5(d) Be responsible for the mobilization of the members for approved campaigns, and, in conjunction with the Unit Vice-Presidents and the VP Communications, shall maintain email addresses of each units' membership;

7.5(e) Be responsible for the acquisition and maintenance of Union paraphernalia for campaign purposes. Each campaign will require a budget approved by the Executive Committee;

7.5(f) In conjunction with the VP Communications, shall organize guest speakers, rallies, demonstrations, etc. approved by the Executive Committee. They will work closely with Local Committees in regards to their campaign, educational and social requirements; and

7.5(g) At the decision of the Executive, assume the duties of the President in the event that the President resigns, is absent or is otherwise unable to perform their duties; until such time as the President is able to resume their duties or is replaced in accordance with Article 13.4.

7.6 **The Vice-President of Communications**

7.6(a) Shall keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Treasurer. The record will also include Trustees' reports;

7.6(b) Shall undertake the responsibility of communication with the Local's general membership by email and electronically, to include but not to be limited to, the newsletter, the website, and any special educational campaigns. Communication that is unit specific is the responsibility of the designated Unit VPs;

7.6(c) With the approval of the Executive Committee and in conjunction with the VP Campaigns, to arrange on behalf of the Local guest speakers or other notable public figures to bring relevant post-secondary and university sector labour and employment issues to the attention of the members, when and if applicable;

7.6(d) Shall be responsible for drafting and developing all posters and other digital material for notification of membership meetings;

7.6(e) With the approval of the Executive Committee and in conjunction with the VP Campaigns, shall be responsible for organizing the Executive Committee of all Social Events (known as the "Socials" that take place once in Fall and once in Winter terms);

7.6(f) Be responsible for website management and currency, updating the member email lists for all three (3) unit list serves, and the general membership email list;

7.6(g) Shall be responsible for all freedom of information requests;

7.6(h) Shall act as recording secretary for the local and keep correct, full, and impartial accounts of all meetings of the Executive, Stewards' Councils and the membership, ensuring that these records include a copy of the full financial report presented by the Treasurer; and shall ensure that such records are kept electronically in the Local's digital file folder;

7.6(i) With the President, ensure the preparation of the agenda for each General Membership Meeting, and shall ensure the production and electronic distribution by email of relevant supporting documentation for each such meeting;

7.6(j) With the President, ensure that proper notice is provided by email to the membership for all general membership meetings. Unit specific announcements and proper notice of all unit specific bargaining update meetings, strike meetings, strike voting, ratification meetings and ratification voting will be the purview of the designated Unit VPs;

7.6(k) Ensure that an accurate record of the membership of the Local is maintained electronically by the Local office;

7.6(l) Ensure that proper records of all correspondence of the Local are maintained electronically;

7.6(m) Submit all bylaw amendments approved by the membership to the National President for approval and, upon approval, ensure that copies of the revised bylaws are electronically available on the Local's website and in the Local's electronic records; and

7.6(n) At the decision of the Executive, assume the duties of the First Vice-President (VP Campaigns) in the event that the First Vice-President resigns, is absent or is otherwise unable to perform their duties; until such time as the First Vice-President is able to resume their duties or is replaced in accordance with Article 13.4.

7.7 **The Treasurer**

The Treasurer shall be the Lead Financial Officer of the Local and shall supervise and ensure that the following accounting processes are maintained accurately.

7.7(a) Approve all electronic fund transfers 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 consultation with the Executive Board, designate a Signing Officer during prolonged absences;

7.7(b) 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;

7.7(c) Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period;

7.7(d) Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;

7.7(e) Ensure that all revenues, in the form in which they are received, are deposited in an appropriate account at a government insured credit union in the name of the Local;

7.7(f) Ensure that a continuous record of all dues payments and any other assessments is kept, and shall ensure that all dues, assessments and per capita taxes owing to the Union are paid in a timely manner;

7.7(g) Ensure that all bills authorized for payment by the Executive Committee and/or membership are paid in a timely manner;

7.7(h) Ensure that all payroll records are completed and maintained in accordance with the provisions of relevant legislation and/or the collective agreement covering staff;

7.7(i) Provide proper accounting for all receipts and disbursements and, with the guidance of the Local's auditor, ensure that the financial records of the Local are properly kept in accordance with generally accepted accounting principles;

7.7(j) Report on the finances of the Local quarterly or more frequently if so directed by the Executive Committee, and at least twice per fiscal year to the membership in a General Membership Meeting;

7.7(k) Recommend to the Executive Committee a financial statement for the current fiscal year and a budget for the next fiscal year and, upon approval by the Executive Committee, recommend both for adoption by the membership at the Annual General Meeting;

7.7(l) Upon request by either the President or the Executive Committee, submit within seven (7) days all electronic accounting records; all digital receipts, electronic fund transfer records, and electronic bank statements issued and received; and a detailed written report of all expenditures and disbursements of the funds of the Local;

7.7(m) Ensure that the finances of the Local are audited by an independent auditor once per year;

7.7(n) Make all electronic accounting books and records available for inspection by the auditors and/or Trustees upon reasonable notice; and

7.7(o) Upon termination of office, surrender all electronic accounting records, digital receipts, and other properties of the Local to their successor within forty-eight (48) hours.

7.8 **The Unit Vice-Presidents**

The Unit Vice-Presidents shall:

7.8(a) Assume joint responsibility for communication with the membership including, but not restricted to, contributing to the production of a regular Local newsletter, and communicating directly with their unit specific members information pertinent to their unit specific members (including, but not limited to, reminders for Currency Reports, Professional Expense Reimbursement Funds, General Assistance Funds, unit specific job posting dates and deadlines, bargaining negotiations updates (when applicable), etc.);

7.8(b) Within their respective units, oversee and respond to all member hiring inquiries, review of member job applications in response to member hiring inquiries, review of scoring and ranking of members in the hiring process for the purpose of determining whether or not a grievances is warranted, drafting and presenting member hiring grievances and unit specific policy grievances, representing members for student complaints and in disciplinary meetings with Chairs/Directors, Deans and Human Rights Services, as well as other related actions undertaken by the Local and/or its members to enforce the Collective Agreement;

7.8(c) Within their respective units, ensure that the Local is aware of, and represented at any hiring meetings (such as the Contract Lecturer Appointment Committee hereinafter referred to as the “CLAC”);

7.8(d) Within their respective units, ensure that the Local is aware of, and represented at all CLAC, Labour-Management and other meetings relevant to Union business and the representation of Union members;

7.8(e) Within their respective units, ensure that the procedures outlined by the Collective Agreement are followed with respect to postings, unit specific hiring processes and scoring, and the holding and conduct of CLAC meetings and meeting with Chairs/Directors to review hiring recommendations for each Department/School/Faculty (in the case of Unit 1 hiring procedures); the representation of members regarding student complaints and disciplinary meetings with the University, and bring all

irregularities to the attention of the Executive Committee;

7.8(f) Within their respective units, maintain Local records electronically of who is assigned work and who did not receive work as a result of decisions of the relevant CLAC meetings;

7.8(g) Within their respective units, encourage Steward representation in each Department/School/Faculty and supervise the elections of all Stewards, and co-ordinate the training and activities of the elected Stewards;

7.8(h) Serve as Chair of their respective Stewards' Councils under the provisions of Article 8.3(a);

7.8(i) Be the representatives of the Executive to Stewards' Councils, and shall:

i. Report to the Executive Committee on all business conducted by Stewards' Councils, including all Councils recommendations for Executive Committee decision and/or action; and

ii. Report to Stewards' Councils the activities of the Executive Committee relevant to the mandate of Stewards' Councils;

iii. Report to Stewards' Councils any information pertinent to their unit specific Stewards;

7.8(j) Oversee and co-ordinate the appointment or election of, and the activities of, all Local representatives of the Joint Health and Safety Committee in conformity with the *Ontario Occupational Health and Safety Act*;

7.8(k) Represent their respective Units at Labour-Management Committee meetings; and

7.8(l) Oversee and co-ordinate such other membership contact as the Executive Committee or Stewards' Councils may, from time to time, determine.

7.9 **Honoraria**

7.9(a) Monies received from the University for the compensation of members' activities in the Local (known as "Release Funds" in each of the unit specific collective agreements), shall be combined from all the collective agreements. This pool of money shall be divided, 12.5% to be allocated to the "Member Participation Fund" and 87.5% to be allocated to the "Officers Fund." The allocations to either fund may be augmented from Local funds, as determined by the majority of members voting at a General Membership Meeting.

i. The "Officers Fund" shall be divided in the following manner:

The President, Vice-President Unit 1 and Treasurer shall each receive

17.65%. All other Officers shall each receive 11.76%.

ii. The “Members Participation Fund” will be allocated by criteria determined by the Executive of the Local, which shall consider, but not be limited to, criteria such as number of committees, and the number of members on each committee;

7.9(b) Where a member of the Executive Committee does not, for any reason, serve their entire term of office they shall only receive an honorarium proportionate to the actual time spent in office;

7.9(c) All honoraria shall normally be paid in equal monthly instalments over each Officer's term of office, however an alternate schedule of payments may be approved by the Executive Committee upon application by individual Executive member(s);

7.9(d) In the event that the Local commences a strike, all honoraria shall be discontinued, effective the first day of strike action. At such time as the strike is officially concluded and the members of the bargaining unit have returned to work, honorarium payments shall be re-commenced, each recipient of honoraria having deducted from their total entitlement an amount proportionate to the duration of the strike; and

7.9(e) No loans against or advances on honoraria shall be made to any member of the Executive Committee.

ARTICLE 8: STEWARDS

8.1 **Election**

8.1(a) The members in good standing of each Unit are entitled to elect, from among their number, one (1) or more Steward(s) from each Department/School/Faculty;

8.1(b) Each Faculty shall be determined by each Stewards’ Council. A Faculty may consist of one or more departments, but may not cross into another Faculty.

Alternatively, members who are employed in more than one Unit, may hold stewardship in more than one Unit, but shall be responsible for attending Stewards’ Councils for all Units;

8.1(c) Elections shall be conducted:

i. Under the supervision of the appropriate Unit Vice-President;

ii. By secret ballot; and

iii. In September of each year, or as soon thereafter as possible;

8.1(d) The term of office for each Steward shall be from the day of election until August 31 of the following year;

8.1(e) Members of the Executive Committee shall not be eligible to serve as a Steward.

Notwithstanding the foregoing, a Steward who is subsequently elected or appointed to the Executive Committee may serve out the remainder of their term as Steward;

8.1(f) Where any complaint arises as to any impropriety involved in the election of any Steward, such complaint shall be directed to the Executive Committee. Where, in the opinion of the Executive Committee, the circumstances warrant, the Executive Committee shall have the power to conduct a new election; and

8.1(g) Where, for any reason, the members in any Unit of any employing department fail to elect a Steward, the Executive Committee shall have the power to appoint a Steward.

8.2 **Duties**

Stewards shall:

8.2(a) Organize members in their Unit;

8.2(b) Act as representatives of the Local to the employees in Unit;

8.2(c) Within the Local, represent the members of their Unit;

8.2(d) Serve as the liaison between the unit specific members they represent and the Executive Committee;

8.2(e) Participate in training as provided under the provisions of Article 7.8(g);

8.2(f) Advise the members of their Unit with regard to matters involving the Collective Agreement; and

8.2(g) Transmit to their Unit Vice-President the complaints and potential grievances of the members of their Unit.

8.3 **Stewards' Councils**

There shall be three (3) Stewards' Councils, the voting membership of which shall consist of all Stewards in their respective Units.

8.3(a) Each Stewards' Councils shall elect a Secretary, who shall not be the Unit Vice-President. Each Unit Vice-President shall prepare the agenda for and preside over all meetings of their respective Stewards' Council. The Unit Specific Vice-President shall ensure that proper notice is given

for all meetings and shall ensure that proper minutes of all meetings are filed digitally in the shared electronic file of the Local;

8.3(b) The Unit Vice-President shall be a non-voting member of each Stewards' Councils;

8.3(c) Each Stewards' Councils shall meet at least two (2) times per year, with a minimum of one meeting held in the Fall and the other meeting held in the Winter, or more as deemed necessary. In scheduling such meetings, efforts shall be made to accommodate the schedules of Stewards in each Unit. In order to allow for the greatest accessibility and participation of all Stewards, meetings shall be held virtually. The Executive or each respective Unit Bargaining Committee may direct the Unit Vice-President to call a meeting of its Councils at any time beyond the minimum two meetings annually (Fall and Winter). Each Steward is entitled to at least five (5) working days/evenings' notice of the date, time and location of any meeting of each Council. Notice will be given by email;

8.3(d) Where any four (4) Unit Stewards request in writing that the Unit Vice-President convene a meeting of their respective Councils, the Chairs of Stewards' Council shall convene such a meeting within ten (10) days of receipt of the request. The Secretary of the respective Stewards' Councils shall ensure that each respective Unit Vice-President receives proper notice that a meeting of Councils has been called;

8.3(e) Quorum for Stewards' Councils shall be five (5) unit Stewards representing at least three (3) of the eight (8) University Faculties;

8.3(f) Meetings of Stewards' Councils shall be open to all Unit members in good standing, including members of the Executive Committee. Unit members who are not members of the Stewards' Council and attend shall have voice but no vote; and

8.3(g) If there is no functioning Stewards' Councils or if quorum cannot be reached at Stewards' Councils meetings, then any functions or decisions will be undertaken by the Unit Vice-Presidents in consultation with the Executive Committee.

8.4 **Grievance Committee**

8.4(a) Each Stewards' Council shall be the Grievance Committee of their respective Units. As such, they shall co-ordinate the processing of Unit grievances, and shall make recommendations to the Executive regarding arbitration of grievances and/or continued carriage of grievances. Grievance reports will be presented to the Executive Board of the Local and the National Representative, as well as the membership;

8.4(b) Discussion of grievance-related matters in each Stewards' Council shall be *in camera*. For good and just reason, each Council may request the

participation of others, such as appropriate Local staff, legal counsel, witnesses, etc.;

8.4(c) Each Steward shall hold in strict confidence all information pertaining to any complaint or grievance. The Steward shall reveal such information only to the appropriate Unit Vice-President, the Staff Representative, Local legal counsel, Stewards' Council when Council is in session, or the National Representative;

8.4(d) The Executive Board will determine whether a grievance (which has not been settled through the grievance procedures set out in the applicable collective agreement for the applicable bargaining unit) will be referred to mediation and/or arbitration based on a report from the CUPE National Representative and in compliance with the Ontario *Labour Relations Act* duty of fair representation and the provisions of the CUPE Constitution and the Bylaws. The President is permitted to refer a grievance to mediation and/or arbitration for the purpose of complying with applicable time limits in the applicable collective agreement.; and

8.4(e) If the Executive Board determines a grievance will not be referred to arbitration, the affected grievor(s) may ask the Executive Board to reconsider its decision at its next Executive Board meeting. The President is permitted to handle the grievance for the purpose of complying with time limits in the event the Executive Board overturns its previous determination and votes to refer the grievance to mediation and/or arbitration.

8.5 **Organization and Communication**

Each Stewards' Council and their respective Unit Vice-President shall ensure continuous organizing within their unit, and shall ensure open communication between and among the Executive and members.

8.6 **Local Policy and Action**

8.6(a) Stewards' Councils shall serve as advisory bodies to the Executive and may recommend that actions be taken or decisions be made on matters which come before the Councils;

8.6(b) Stewards' Councils may recommend policy initiatives to the Executive and/or the membership. The Executive shall refer such initiatives to the membership for discussion with a recommendation of concurrence or non-concurrence. The Executive shall refer to the Stewards' Council for discussion and recommendation, all matters of policy concerning the Union, political policy decisions, and matters involving the furtherance of the objectives of the Local set out in Article 3; and

8.6(c) In bargaining years, the Stewards' Councils shall be responsible for the initial discussion of bargaining issues, including a survey of the membership to determine negotiating priorities for upcoming negotiation.

8.7 **Support for Negotiating Committees**

In any year in which the Local is undertaking negotiations for the renewal of the Collective Agreements with the University, the Stewards' Councils shall support the Negotiating Committees by working with the Executive to organize among the membership, the University, and the community in support of the Local's aims in negotiations.

8.8 **Membership Approval**

The Vice-President of each Unit shall report to the general membership at each General Membership Meeting. With due regard for confidentiality, such reports will review decisions and give information on grievances and arbitrations either completed or in progress. Actions undertaken by the Stewards Councils on behalf of the membership shall be approved by the membership in a General Membership Meeting.

ARTICLE 9: NEGOTIATING COMMITTEES (UNIT 1, UNIT 2 AND UNIT 3)

9.1 **Composition**

9.1(a) A Negotiating Committee shall be struck for each Unit;

9.1(b) Each Negotiating Committee shall consist of five voting members:

i. The President;

ii. One Unit-designated Vice-President;

iii. One Unit-designated representative from and elected by Stewards' Councils; and

iv. Two Unit-designated representatives elected by the membership at a General Membership Meeting or Special Membership Meeting held not later than six (6) calendar months previous to the expiration of any Collective Agreement;

9.1(c) The National Representative assigned to the Local shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

9.1(d) Where the Lead Negotiator appointed under the provisions of Article 9.2(a)(i) is not one of the five voting members selected under the provisions of Article 9.1(b), they shall be a non-voting member of the Committee;

9.1(e) Except as provided for by Article 9.1(b)(i) and as permitted by Article 9.1(c) herein, no individual shall serve on more than one Negotiating Committee in any one round of bargaining; and

9.1(f) Unless otherwise directed by the Unit membership, each Negotiating Committee shall be dissolved upon ratification of a Collective Agreement

within its respective Unit.

9.2 **Duties**

9.2(a) Each Negotiating Committee shall:

i. In a timely fashion, elect a Chair and appoint a Lead Negotiator who need not be one of the five voting members of the Committee. Unless there are extenuating or unusual circumstances, the designated Unit Vice-President shall be appointed as Lead Negotiator;

ii. Develop a bargaining survey for each bargaining unit, provide the bargaining survey to their unit specific membership, encourage their unit specific membership to complete the bargaining survey, and prepare bargaining proposals based on the membership responses to the bargaining survey;

iii. Assume responsibility for bargaining with representatives of the Employer;

iv. Inform the Executive Committee regarding application for conciliation and mediation, ratification of collective agreements, the timing of strike votes, and the nature of strike action;

v. When required, work with the Executive Committee to conduct a strike vote in accordance with the provisions of the CUPE Constitution and these Bylaws;

vi. Consult regularly with its Stewards' Council and the Executive; and

vii. Report regularly to the Unit membership.

9.2(b) The Lead Negotiator for each Negotiating Committee shall:

i. Act as the spokesperson in all formal negotiations;

ii. With the President, act as spokesperson to the media;

iii. Be responsible for reporting to and consulting the other constituent bodies of the Local; and

iv. In the event that the Lead Negotiator is not a member of Local 3904, they will not be compensated under article 9.3.

9.3 **Honoraria**

Honoraria shall be paid to all members of the Negotiating Committees as established by the Executive Committee based on attendance, final review of draft collective agreements, and budgetary considerations at a rate of $40 per hour to a maximum of $4,000 in total per member of the Negotiating Committee, less statutory deductions. Honoraria for members

of the Negotiating Committee will not be paid in full until they have completed all tasks required as part of the Negotiating Committee, including full and final review and approval of the completed and ratified collective agreement.

ARTICLE 10: COMMITTEES

10.1 In addition to any Committees established by these Bylaws, the Executive, the Stewards' Councils, and/or membership may strike such committees as are considered appropriate for the needs and purposes of the Local to comprise a minimum of three (3) and a maximum of seven (7) members per committee.

10.2 At the time any committee is struck, the body striking the committee shall determine the mandate, the requirements for membership, and the duration of activity of the committee.

10.3 Unless otherwise set out at the time a committee is struck, the committee shall make its report and recommendations to the body which strikes it.

10.4 All committees of the Local shall be responsible for electing their own Chairs and maintaining adequate records of their deliberations. Such records shall be kept on file electronically in the Local's digital folder.

10.5 Committee members shall be compensated equally to that of the Stewards.

ARTICLE 11: TRUSTEES

11.1 **Composition**

11.1(a) The Local shall have three (3) Trustees, one of whom shall be elected by the membership at each Annual General Meeting;

11.1(b) Any member in good standing of the Local at the time of election may be elected to the office of Trustee, except members who have been on the Executive Committee in the previous two (2) terms of office.

11.1(c) The term of office for all Trustees shall commence at the rise of the meeting at which they were elected and shall continue for a period of no more than three (3) years. The terms of office for Trustees shall be so that each serves for a period of three years as laid down in Article B.2.4 of the National Constitution. Each year, the Local Union shall elect one (1) Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed. Where a Trustee's position is vacant, a by-election to fill the office for the remainder of the term shall be held at the general meeting subsequent to the position being vacated.

11.2 **Duties**

The Trustees shall:

11.2(a) Act as an auditing committee on behalf of the members and audit the books and accounts of the Treasurer at least once every calendar year;

11.2(b) Exercise general supervision over the property of the Local to ensure the financial accountability of the Local Union's policies, practices and financial controls, and protect the Local Union's property;

11.2(c) Supervise the financial practices and audit of the books and accounts of the Treasurer by the Local's auditors;

11.2(d) Examine the books and records of the Treasurer and inspect or examine all properties, bonds, and all other assets of the Local at least half-yearly;

11.2(e) Meet after the audit at the end of each fiscal year to review the approved budgets, variance from budgets, minutes of the meetings of the Executive Board, audited financial statements, and reports of the auditors;

11.2(f) Make a written report of their findings to the membership at the General Membership meeting, including:

i. The condition of the funds and accounts;

ii. Whether all monies paid out were properly authorized;

iii. The number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn; and

iv. Such other information as they may deem necessary to the efficient and honest administration of the Local;

11.2(g) Submit in writing to the President and 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 Treasurer in an organized, correct and proper manner; and

11.2(h) In accordance with the provisions of the National Constitution, complete all necessary forms and reports and transmit them, together with the report required by the provisions of Article 11.2(d) herein, to the National Secretary-Treasurer.

11.3 **Honoraria**

Upon completion of their report, Trustees shall receive an honorarium equivalent to that of Stewards and Committee members.

ARTICLE 12: DELEGATES

12.1 **Selection**

12.1(a) Upon recommendation by the Executive Committee under the provisions of Article 7.3(m), a general membership meeting shall, where possible, determine the size of Local delegation to be sent to the National Convention of the Union and to the conventions/councils/meetings of all other bodies to which the Local is affiliated and to those conventions/councils/meetings the Local is entitled and chooses to send voting delegates;

12.1(b) Except for the President's option as provided for by Article 7.4(i), all delegates and alternates shall, where possible, be elected at the Annual General Meeting; and

12.1(c) Where a position remains unfilled subsequent to the membership meeting at which it was scheduled to be filled, or where a delegate or alternate elected pursuant to the provisions of this Article is unable to attend a convention, council, or meeting to which the Local has chosen to send voting delegates, the President may appoint any member in good standing to fill the vacant position(s).

12.2 **Honoraria**

12.2(a) Delegates at the conventions held outside the Greater Toronto Area shall be paid transportation expenses (at economy, tourist or coach rates), accommodation at the convention hotel or an equivalent lodging, a *per diem* allowance established under the provisions of Article 7.3(n), and an amount equal to any loss of salary incurred by attendance at the convention;

12.2 (b) Delegates at the conventions held within the Greater Toronto Area shall be paid a *per diem* allowance established under the provisions of Article 7.3(n), and an amount equal to any loss of salary incurred by attendance at the convention; and

12.2(c) A delegate or alternate from CUPE 3904 is not permitted to be registered as an alternate or registered delegate for any other CUPE Local nor is such a delegate or observer permitted to claim transportation, accommodation, per diem allowances or any comparable money from any other CUPE Local for any convention, conference, educational institute, seminar or other comparable event.

12.3 **Duties**

12.3(a) Delegates shall represent the concerns and views of the Local to the body whose meeting they are attending. Where the Local has not taken a position on items being considered, the delegation shall attempt to achieve consensus within the delegation and vote accordingly; and

12.3(b) Each delegation shall appoint an official reporter who shall be required to report at each membership meeting of the Local on the proceedings of any meetings attended and the positions taken by Local delegates.

ARTICLE 13: ELECTIONS

13.1 **Eligibility**

13.1 (a) Elections shall take place at the Annual General Meeting, and as otherwise provided herein;

13.1(b) Except as expressly prohibited elsewhere in these Bylaws (Article 5.3), any member in good standing shall have the right to stand for election for any position within the Local;

13.1(c) Except as provided by Article 13.1(d), any member in good standing shall have the right to nominate or second the nomination of any member in good standing for any position;

13.1(d) For the election of Unit-designated positions, only members of the designated bargaining unit may stand for office, nominate, second nominations, or vote;

13.1(e) As prescribed by Articles 7.4(f), 8.1(b), 8.3(a), 9.1(b) and 9.1(c), the members described in these roles may hold more than one elected position at the same time only as defined in the aforementioned clauses and limited to the circumstances outlined in the aforementioned Articles;

13.1(f) With the exception of members of the Executive Committee (President, VP Campaigns and Equity, VP Communications, Treasurer, and Unit VPs), members may be elected to positions on their Unit designated Stewards Council(s), as Trustees and as Unit designated Negotiating Committee members, and may hold these positions concurrently. However, as stated in Article 9.1(e), members of more than one Unit may not be elected to serve on more than one Unit designated Negotiating Committee in any one round of bargaining; and

13.1(g) Members who served on the Executive Committee immediately prior to the current Executive Committee are prohibited from standing for election as Trustee for a two-year period immediately following their duration on the Executive Committee or until at least one full term of office has elapsed.

13.2 **Nominations**

13.2(a) Nominations for positions on the Executive Committee and for the Trustees shall be open as soon as a vacancy occurs and after 15 February for fourteen (14) days plus twenty-four (24) hours prior to the Annual General Meeting in the year of regular elections. Eligible electors shall receive a minimum of fourteen (14) days written notice by email of any meeting at

which elected positions will be filled;

13.2(b) Nominations may be submitted to the Vice-President Communications, an independent audit firm and Returning Officer in writing via email by the nominator and seconder (both members in good standing) which clearly indicates the name, department(s) and unit(s) of each of the nominee, nominator and seconder; and upon which the nominee has indicated, by their email, acceptance of the nomination. Completed nominations must be received within the fourteen (14) days that nominations are open. Nominations shall close no later than twenty-four (24) hours prior to the meeting, and so long as nominations have been open for the required fourteen (14) day period, sooner than twenty-four (24) hours prior to the meeting to allow for the Returning Officer and an independent audit firm to vet that all nominations have met the eligibility requirements set out in Article 5.3 and Article 13.1(a) through (g). Such email(s) shall be attached to form part of the minutes of the meeting at which the nomination(s) was/were received;

13.2(c) All members interested in being nominated for an open position must be nominated and seconded in writing via email by members in good standing, and in the case of unit specific positions, nominated and seconded via email by members in good standing from the specific unit in which they are running. Such nominations and the nominee's acceptance of such nomination shall be submitted via email to the Vice-President Communications, an independent audit firm and Returning Officer no later than 24 hours prior to the membership meeting pursuant to the provisions of Article 13.2(b) herein. At least one of the nominator, seconder or candidate must be present at the meeting; and

13.2(d) The Returning Officer of the meeting shall advise the members present of the positions to be filled, the members nominated for those positions and the bargaining unit(s) to which they are members, the names and bargaining unit(s) of the nominator and seconder for each nominee, and confirmation that the nominee accepted the nomination. Nominations will close no later than (twenty-four) (24) hours prior to the meeting.

13.3 **Elections**

13.3(a) Where only one valid nomination is received for a position, the member nominated shall be declared elected by acclamation. Where more than one valid nomination exists at the close of nominations, an election for that position shall be conducted by secret ballot;

13.3(b) Where an election is to be conducted, the membership shall appoint a Returning Officer to conduct it. No candidate, nominator, or seconder for a contested position may serve as Returning Officer. No Executive Officers, whether they are running for election/re-election or not, may serve as the Returning Officer;

13.3(c) Each candidate in a contested election shall be entitled to speak for three (3) minutes or such other time as the meeting, by majority vote, shall determine;

13.3(d) The Local shall provide a representative from both an independent audit firm and an independent electronic voting platform that ensures secure access, either using a password or a personalized link, and that the secrecy of the vote is guaranteed at all times, to act as scrutineers for virtual elections. Virtual elections allow for the greatest accessibility to be inclusive and enable the participation of all members in good standing in the membership meetings and the election process as per Article 6.1 and Article 6.7(a). At the conclusion of the speeches of the candidates for the position to be elected, the independent online voting platform, ensuring secure access through the use of either a password or a personalized link, shall issue ballots virtually to those members in good standing who are present and eligible, pursuant to the provisions of Article 6.3 (b), to vote for the position being filled. Voting by proxy is not permitted;

13.3(e) After collecting the electronic ballots, the Returning Officer shall oversee the counting of the ballots by an independent audit firm and an independent electronic voting platform and advise the meeting Returning Officer of the number of ballots cast, and the name of the candidate receiving the highest number of votes cast. The Returning Officer shall declare such candidate elected;

13.3(f) In the event of a tie vote, a second and subsequent ballot(s) will be taken, if necessary, until a candidate receives the highest number of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting;

13.3(g) When two or more nominees are to be elected to any office by ballot, each member will be required to vote for the full number of candidates for which they are eligible to vote to be elected or the member's ballot will be declared invalid;

13.3(h) The ballots shall be electronically deleted by an independent electronic voting platform immediately following the declaration by the Returning Officer;

13.3(i) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office; and

13.3(j) Where positions remain unfilled subsequent to the membership meeting at which they were scheduled to be filled, they shall be filled, when possible, in accordance with the provisions of Article 13.4.

13.4 **Vacancies**

13.4(a) Should any member of the Executive Committee, Stewards' Council,

Negotiating Committee or Trustees resign, the Executive Committee shall declare their position vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article;

13.4(b) If an Officer of the Executive Committee fails to attend three (3) consecutive membership meetings or three (3) consecutive executive meetings without good and sufficient reason, their office will be declared vacant and filled at the next meeting. Should any member of the Stewards' Council, Negotiating Committee or Trustees fail to attend three (3) consecutive membership meetings or three consecutive Stewards' Council, Negotiating Committee or Trustees meetings without a reason acceptable to the body on which they sit, the Executive Committee may declare their position vacant, in which case it shall be filled at the next membership meeting, in the manner outlined in this Article; and

13.4(c) The Executive Committee may appoint any member in good standing to fill a vacant position *pro tem* until such time as a membership meeting takes place.

ARTICLE 14: RATIFICATION & STRIKE VOTES

14.1 **Ratification Votes**

14.1(a) In the event that the Negotiating Committee recommends acceptance of a Unit Collective Agreement, the Executive Committee shall convene a meeting(s) of members in that Unit in accordance with the provisions of Article 6.6;

14.1(b) Notice of the Unit membership meeting(s) shall include a synopsis of the tentative agreement and a statement from the Negotiating Committee explaining its recommendation of acceptance;

14.1(c) The Unit membership meeting(s) shall be held *in camera*, to facilitate candid discussion of the tentative agreement by the Negotiating Committee and the affected members;

14.1(d) The Unit membership meeting(s) shall elect a Returning Officer(s) to conduct the Ratification Vote and use an independent audit firm and an independent electronic voting platform to act as scrutineers to count the ballots;

14.1(e) The Unit VPs shall establish polling hours additional to those provided for in Article 14.1(g) and, in so doing, shall attempt to accommodate and create the greatest accessibility to vote for members in the respective Unit which may mean multiple information and voting sessions and/or virtual information meetings and an online voting forum;

14.1(f) One electronic ballot shall be issued to every eligible member to use for the virtual/online voting forum;

14.1(g) Electronic polls through the online voting platform shall remain open for the period advertised by the Unit VPs with subsequent electronic reminders sent to all unit specific members. Such voting shall be conducted in a manner that shall provide the greatest accommodation and accessibility for all members to vote;

14.1(h) An independent electronic platform shall act as scrutineers and shall count the ballots. A majority of votes cast shall decide the Ratification Vote;

14.1(i) The decision shall be communicated to the membership by the Unit VP within twenty-four (24) hours of the electronic ballots being counted;

14.1(j) The conduct of any Ratification Vote shall conform to all relevant legislation; and

14.1(k) The independent electronic voting platform shall ensure that the ballots are electronically archived until the next General Membership Meeting, at which they shall present a motion to delete the ballots.

14.2 **Honoraria**

The Returning Officer(s) shall receive an honorarium equivalent to Trustees, Stewards and Committee Members.

14.3 **Strike Votes**

14.3(a) Where the Executive decides to conduct a Unit Strike Vote, it shall convene a meeting of members in that Unit in accordance with the provisions of Article 6.6. Such meeting shall be held in a manner that will provide the greatest accommodation and accessibility for all members to attend, participate and vote;

14.3(b) Notice of the Unit membership meeting(s) shall include a statement from the Executive explaining the reasons for the recommendation for a strike vote;

14.3(c) The Unit membership meeting(s) shall be held *in camera* and shall deal only with issues surrounding the strike vote;

14.3(d) The Unit membership meeting(s) shall conduct the Strike Vote with the use of an independent electronic voting platform to act as Returning Officer in counting the ballots;

14.3(e) The Unit specific VP shall establish polling hours additional to those provided for in Article 14.1(g) and, in so doing, shall attempt to accommodate and provide the greatest accessibility for all members in the respective Unit to be able to participate and vote;

14.3(f) One ballot shall be issued to every eligible member who registers during polling hours and the marked ballots shall, in the event of an in-person vote,

be deposited in a sealed ballot box provided for that purpose. In the event of a virtual or online voting platform to provide the greatest accessibility and participation of members in the voting process, voting will take place online;

14.3(g) Electronic polls through the electronic voting platform shall remain open for the period advertised by the Unit VPs with subsequent electronic reminders sent to all unit specific members;

14.3(h) An independent electronic voting platform shall count the ballots. A majority of votes cast shall decide the Strike Vote;

14.3(i) The decision shall be communicated to the membership by the Unit VP within twenty-four (24) hours of the ballots being counted;

14.3(j) The conduct of any Strike Vote shall conform to all relevant legislation; and

14.3(k) An independent electronic voting platform shall ensure that the ballots are electronically archived until the next General Membership Meeting, at which they shall present a motion to delete the ballots.

ARTICLE 15: DUES AND ASSESSMENTS

15.1 **Union Dues**

15.1(a) Monthly dues for members in all bargaining units shall be 2.19 percent of regular wages. Dues will be automatically deducted from member salaries in accordance with Article 16.4. Payment of dues will be deducted from each member's first pay cheque of each employment contract, and will be regarded as the member's desire to become and remain a member of the Local Union.

15.1(b) The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

15.2 **Special Assessments**

15.2(a) Each member shall pay, in addition to dues, any special assessment as determined by the Local from time to time when special circumstances warrant as provided for in the CUPE Constitution;

15.2(b) Where the Executive believes a special assessment is required, it shall give its reasons to, and obtain approval from, a General Membership Meeting called for that purpose;

15.2(c) The monies obtained from such assessment shall be used only for the purpose(s) of the assessment, except that any surplus shall be allocated to the Local Defence Fund;

15.2(d) Any special assessment ("additional monthly per capita tax") imposed by the National Union under the terms of the CUPE Constitution shall be immediately imposed upon Local members; and

15.2(e) No special assessment except those imposed pursuant to Article 15.2(d) shall be imposed on the members of the Local unless such assessment has been approved by a two-thirds majority of the votes cast at a General Membership Meeting called for that purpose in the manner herein prescribed, and has been approved by the National President.

15.3 **Non-Payment of Dues and Assessments**

A member who fails to pay dues and assessments for nine months following their last employment contract is automatically suspended from membership. The suspension will be reported to the Executive Board by the Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing after a two-year consecutive period without an employment contract from the University.

A member who has been unemployed or unable to work because of sickness after a two-year consecutive period will not be required to pay arrears.

ARTICLE 16: LOCAL DEFENCE FUND

16.1 **Generation**

A Local Defence Fund, composed of an amount generated from a set percentage of members' salaries, and deducted from the dues receipts of the Local, shall be kept, in non-equity investments, in a separate account at a credit union or other chartered, government-insured financial institution, according to the direction of the membership under Article 16.3.

16.2 **Monitoring**

The Executive Committee shall be responsible for monitoring the Local Defence Fund, and shall have the authority to move the Local Defence Fund investment between membership meetings where the Executive deems such change to be warranted or prudent. Any such change shall be ratified by the membership at the next general meeting.

16.3 **Expenditures**

Expenditures from the Local Defence Fund shall be in accordance with the Local Strike Policy and shall only be made as follows:

16.3(a) Beginning on the date of termination of a Collective Agreement, the Executive Committee, in consultation with the Negotiating Committee, shall be authorized to spend up to $20,000.00 from the Local Defence Fund to prepare for a possible strike;

16.3(b) In addition to the amount authorized by Article 16.3(a), where so approved by a General Meeting, and not more than once in any fiscal year, the Executive Committee may spend up to $25,000 from the Local Defence Fund for special projects or campaigns related to negotiating support in preparation for a possible strike. This money is only available if the Defence Fund has sufficient funds to cover the two weeks' strike pay for all members;

16.3(c) In addition to any amounts authorized by Articles 16.3(a) and 16.3(b), the Executive Committee may authorize the payment of all expenses relating to grievances and arbitrations to an amount not to exceed the interest on the Local Defence Fund in the previous fiscal year; and

16.3(d) Where the Local commences strike action, the expenditures necessary to conduct the strike shall be made from the Local Defence Fund.

16.4 **Deposits**

The percentages of members' salaries which is deducted for deposit in the Local Defence Fund shall be as follows:

16.4(a) When the balance in the Local Defence Fund is less than $150,000, 0.3% of members' salaries shall be deposited from each dues receipt;

16.4(b) When the balance in the Local Defence Fund is between $150,000 and $500,000, 0.2% of members' salaries shall be deposited from each dues receipt;

16.4(c) When the balance in the Local Defence Fund is greater than $500,000, 0.125% of members' salaries shall be deposited from each dues receipt; and

16.4(d) For the purpose of calculating the amount to be deposited in the Local Defence Fund, the balance in the Local Defence Fund shall be understood to mean the total of all cash, assets, and investments in the Local Defence Fund on the day the Local dues receipt is received.

16.5 **Interest**

Interest generated from the Local Defence Fund shall remain in the Fund.

ARTICLE 17: STRIKES

17.1 Where the decision to commence strike action has duly been made in accordance with the manner herein prescribed, and so ordered, every member shall endeavour to support the strike.

17.2 Every member shall conform with the strike policy of the Local.

17.3 Every member shall comply with the strike-related directions and/or instructions issued by the Executive Committee during the period of the strike.

17.4 Every member shall, at all times, act in accordance with the law, and shall perform no illegal act in person or in concert during the period of the strike.

17.5 The Local strike policy shall be available at all times in the Local electronic folder, and shall, at an appropriate time before commencing a strike, be distributed widely by email and available on the Local's website.

17.6 Changes to the strike policy shall only be made in the manner set out for changes to these Bylaws in Article 19.

ARTICLE 18: CHARGES AGAINST MEMBERS

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

ARTICLE 19: AMENDMENTS TO THESE BYLAWS

19.1 **Notice for Amendments**

Notice of motion to amend these bylaws must be given either in the notice of the General Membership Meeting at which it is to be moved, or at the General Membership Meeting prior to the General Membership Meeting in which it is to be moved.

Members must receive notice of the intention to propose the amended or additional bylaws at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing. Such notice must include the text of the existing bylaw, the text of the proposed revision, and a discussion outlining the reasons for the change.

19.2 **Executive Committee and Stewards' Councils Amendments**

The Executive Committee and the Stewards' Councils may propose amendments to these Bylaws by submitting the exact wording of the proposed amendment to the VP Communications at least seven days before at a previous membership meeting or 60 days before in writing.

19.3 **Members' Amendments**

19.3(a) Any five (5) members may propose an amendment to these Bylaws by submitting the exact wording of their amendment, signed by all members, to the VP Communications at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing;

19.3(b) The Executive Committee shall consider the proposed amendment at the Executive meeting following its receipt. In referring the proposed

amendment to the membership, the Executive shall indicate its concurrence or non-concurrence with the proposed amendment and shall supply a written statement of its reasons to be circulated fourteen (14) days before the next meeting of the membership;

19.3(c) The proposed amendment and the Executive Committee's statement regarding concurrence shall be in the notice of the next General Membership Meeting, circulated at least fourteen (14) days prior to the meeting;

19.3(d) The proposed amendment shall be discussed at said meeting. The Executive may call such a meeting for the purpose of consideration of the proposed amendment; and

19.3(e) In the event that a General Membership Meeting has been scheduled such that the requirements for Executive Committee consideration and notice contained in Articles 19.3(b) and (c) cannot be met, consideration of the proposed amendment may be deferred to the subsequent General Membership Meeting.

19.4 **Majority Required**

Except as otherwise provided in these Bylaws, a two-thirds (2/3) majority of votes cast at a General Membership Meeting is required to pass any amendment.

19.5 **Effective Date**

Any change in these Bylaws shall take effect upon approval by the National President of the Union, as required under the CUPE Constitution.

ARTICLE 20: ENACTMENT

20.1 At a general meeting in the Winter of 2026, these Bylaws were presented to and adopted by the membership of the Local at a properly constituted membership meeting, and were submitted to the National President of the Union for approval.

20.2 Upon approval, these Bylaws were enacted and replaced any previous Bylaws.

APPENDIX A

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, homophobic or transphobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language 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.

Source: CUPE National. (2013). Guide to Preparing Local Union Bylaws, p. 46. Retrieved August 13, 2021 from http://www.cupe.ca/guide-preparing-local-union-bylaws

APPENDIX B

CUPE 3904

LAND ACKNOWLEDGEMENT STATEMENT

Toronto is in the “Dish With One Spoon Territory.” The Dish With One Spoon is a treaty between the Anishinaabe, Mississaugas of the Credit, the Chippewa, the Wendat, and Haudenosaunee peoples that bound them to share the territory and protect the land. Subsequent diverse First Nations, Métis and Inuit peoples made this land home in the spirit of peace, friendship and respect. We acknowledge that this space occupies colonized Indigenous lands and it is our collective responsibility to honour, protect and respect the land.

APPENDIX C

RULES OF ORDER

Bourinot's Rules of Order will be adhered to at all meetings.

1. The President will be the Chair at all membership meetings. In the absence of the President, one of the VP Campaigns or the VP Communications will be the Chair at the membership meeting. In the absence of the President and the two VPs, the Treasurer will be the Chair at the membership meeting. In the absence of the President, two VPs and the Treasurer, members at the membership meeting will select a Chair by majority vote. Quorum rules must be met.

2. Members are not allowed to speak about an issue for more than three minutes. Members can only speak to an issue once unless there is agreement by the members at the meeting, or where all those wishing to speak have had an opportunity to speak.

3. The Chair of a committee who is making a report or the mover of a motion may speak for up to ten minutes. With the agreement of the members present, the ten minutes may be expanded.

4. The Chair will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chair will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.

5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chair.

6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.

7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.

8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.

9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chair, be put in writing prior to beginning debate and vote.

10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.

12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chair. The member shall not proceed until the member is recognized by the Chair except where the member rises to a point of order or on a question of privilege.

13. The Chair will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.

14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.

15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.

16. Religious, racist, sexist or homophobic discussion of any kind is not permitted.

17. The Chair will not take part in any debate. Where the Chair wishes to speak on a resolution or motion, or where the Chair wishes to move a motion, the Chair must rise from the Chair and hand the Chair over as outlined in Rule #1.

18. The Chair will have the same right to vote as other members. In the case of a tie vote, the Chair may cast another vote or the Chair may refrain from casting an additional vote, in which case the motion is defeated.

19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.

20. The Chair will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chair will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

21. A motion to adjourn is in order except when a member is speaking or when members are voting.

22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.

23. After the Chair declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Treasurer will count the standing vote.

24. If a member wishes to appeal a decision of the Chair, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chair will then state briefly the reasons for the decision. Following immediately and without debate, the Chair will ask, “Will the decision of the Chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the Chair is upheld.

25. After a question has been decided, any two members who have voted with the majority can move reconsideration, provided that a motion for reconsideration is made at either the meeting where the decision proposed for reconsideration was made, or at the very next meeting.

26. Members are allowed to leave a meeting with the permission of the Chair; however in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.

The Local Union’s business and the proceedings of meetings are not to be divulged to any persons outside the Local Union or the Canadian Union of Public Employees.

Source: CUPE National. (2013). Guide to Preparing Local Union Bylaws, pp. 49-53. Retrieved August 13, 2021 from http://www.cupe.ca/guide-preparing-local-union-bylaws

APPENDIX D

CODE OF CONDUCT

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination, and all types of bullying and intimidation. CUPE needs to ensure that we provide a safe environment for members, staff, and elected Officers to carry out our work. CUPE's expectation is that mutual respect, understanding, and co-operation will be the basis of all our interaction.

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 3904, or any other CUPE chartered body. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings, and activities by other CUPE bodies. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As CUPE members, staff, and elected Officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating.
- Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or

persons' mental and/or physical well-being.

A complaint regarding the Code of Conduct will be handled as follows:

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

2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.

3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.

4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.

5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.

6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding Officer shall receive a report on the matter.

7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding Officer shall consult the National President.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member's right to access the trial provisions under Appendix F of the CUPE National Constitution.

Source: CUPE National. (2023). CUPE Constitution 2023, pp. 75-80. Retrieved September 5, 2025 from https://cupe.ca/sites/default/files/constitution_national_2023.pdf