

# Bylaws

CUPE Local 3904

Membership Approval

Annual General Meeting

Amended April 2008

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# BYLAWS

CUPE Local 3904  
Ryerson Polytechnic University

## ARTICLE 1: NAME

The name of this trade union shall be “Canadian Union of Public Employees, Local 3904, Ryerson Polytechnic 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 an unauthorised 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 assist in improving the quality of education at Ryerson Polytechnic University by means of active participation in the determination of teaching methods, curriculum, and course content;
- (d) To develop and maintain professional standards of skill, to maintain fair rates of pay and terms and conditions of employment for its members in recognition of their skill, and to work to ensure work opportunities for members within its jurisdiction;
- (e) To act as a lobbying agent on behalf of its members to all appropriate outside agencies which are responsible for, or which have an interest in, post-secondary education issues (such as funding, access, and quality) in the province of Ontario;
- (f) To 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: ORGANISATIONAL STRUCTURE**

- 4.1 The Bylaws are adopted by the Local pursuant to – and to supplement – Appendix B of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible 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' Council,
  - (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 organisational 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*, except as altered by the CUPE Constitution, these Bylaws, or the membership.

#### **ARTICLE 5: MEMBERSHIP**

- 5.1(a) The membership of Unit 1 of the Local shall consist of all instructors employed by Ryerson Polytechnic 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 decision of the Ontario Labour Relations Board, April 25, 2003, File No. 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) In addition, for the purposes of organising, all persons employed in any aspect of teaching, research or related duties for the University or for any programme sponsored by the University and who are not, at the time, represented by a certified bargaining agent may apply for and be granted membership in the Local. In the event that a new bargaining unit is granted certification, the Executive Committee shall have the authority to establish, *pro tem*, such structures as may be appropriate and necessary for the purposes of this unit’s collective bargaining and shall bring by-law amendments regarding the new unit to the next General Membership Meeting for ratification by the membership.
- 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 by the University ceases may remain a member in good standing for a period of nine (9) months following the last day of deemed employment.
- 5.4 No person shall be excluded from membership because of age; race; creed; colour; national origin; nationality; ancestry; citizenship; religious or political affiliation, belief, or activity; sex; sexual orientation; marital or parental status; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, or positive Human Immune Deficiency Virus (HIV) test; place of residence; academic school of thought; physical handicap or disability; criminal record; 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 s/he has been fined, suspended, or expelled by the Union or any Local of the Union until s/he has 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.
- 5.7 It is the obligation of members to report to the Secretary of the Local any change to the departmental address and telephone number, home address and telephone number, and e-mail address shown on their current contract.

## **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.

### **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, and staff of the Local, except that the members in good standing in attendance may vote by a 2/3 majority of votes cast to admit an individual non-member.

### **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, only members of the designated bargaining unit shall be entitled to vote.
- 6.3(c) Except where otherwise provided for in these Bylaws, voting shall be by show of hands, and a majority of votes cast shall be sufficient to determine a decision.

### **6.4 Quorum**

For the transaction of business, twenty (20) members in good standing 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' Council, or by the Executive Committee upon receipt of a written petition signed by not fewer than twenty-five (25) members in good standing.
- 6.5(b) Such a petition must contain the name, department of work, home telephone number, 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.
- 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 may be provided by e-mail, but written notice by departmental mail must be provided to those members who do not have a valid e-mail address on file with the Secretary.
- 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 mail, e-mail or telephone.

## **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.
- 6.7(b)        Written notice of the Annual General Meeting shall be provided in accordance with the provisions of Article 6.6(a) and shall include notice of any elections and a statement of the method of making nominations.
- 6.7(c)        At the Annual General 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, the Treasurer shall, on behalf of the Executive Committee, submit a proposed budget for the following fiscal year to the membership for approval.
- 6.7(e)        At the Annual General Meeting, the membership shall appoint the Local's auditors for the following fiscal year.

## 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 Communications  
                  the Vice-President of Campaigns  
                  the Secretary-Treasurer,  
                  the Chief Stewards, each representing a Unit.
- 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.
- 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 meet, at a minimum, once per month during every month except July, or as often as the membership, Stewards' Council, or 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” or “opposed.”
- 7.2(e)        Executive Committee members with a direct or indirect individual pecuniary 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 or negative vote of individual members shall be recorded if the member so requests.
- 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) 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(e) The Executive Committee shall, in consultation with the Grievance Committees, be responsible for the handling and processing of all grievances and for the administration of the Collective Agreement.
- 7.3(f) Each member of the Executive Committee shall be responsible to, and shall conform to the deliberations of, the Committee in the carrying out of her or his duties. Each member shall ensure that the Executive Committee be fully informed with regard to her or his activities.
- 7.3(g) With the three (3) Chief Stewards, each member of the Executive Committee will be assigned to a Joint Labour-Management Committee. Where possible, assignments will be unit-specific.
- 7.3(h) The Executive Committee shall ensure that each member participates in training opportunities relevant to her/his duties.
- 7.3(i) 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.
- 7.3(j) The Executive Committee shall appoint a sub-committee consisting of not more than three Executive Committee members 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(k) 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(l) 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.

- 7.3(m) 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.

#### **7.4 The President**

The President shall be the chief executive officer, chief administrator, and spokesperson for the Local and shall:

- 7.4(a) normally preside at all meetings of the Executive Committee, however, at her or his discretion, s/he 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 authorisations, 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 Secretary-Treasurer or the Secretary of each committee, 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**

The Vice-President of Campaigns shall:

- 7.5(a) assist the President in the administration of the Units of the Local; and
- 7.5(b) be responsible for developing and maintaining contacts and regular liaison with those organisations within the University community and be responsible for developing and maintaining contacts and regular liaison with organisations outside the University community, the activities of which are not Unit-specific; as defined by Policy and co-ordinated by the President;

- 7.5(c) be responsible for the mobilization of the members for approved campaigns, and, in conjunction with the Chief Stewards and the VP Communications, shall maintain email/telephone listing of each units' membership;
- 7.5(d) be responsible for the acquisition and maintenance of Union Paraphenalia for campaign purposes. Each campaign will require a budget approved by the Executive Committee.
- 7.5(e) In conjunction with the VP Communications, shall organize guest speakers, rallies, demonstrations, etc. approved by the Executive Committee. S/he will work closely with Local Committees in regards to their campaign, educational and social requirements.
- 7.5(f) 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 her or his duties; until such time as the President is able to resume her/his duties or is replaced in accordance with Article 13.4

#### 7.6 **The Vice-President of Communications**

- 7.6(a) shall undertake the responsibility of communication with the Local's membership, to include but not to be limited to, the newsletter, special educational campaigns
- 7.6(b) to arrange on behalf of the Local guest speakers or other notable public figures to bring relevant national or international issues to the attention of the members.;
- 7.6(c) shall be responsible for drafting and developing all posters and other material for notification of membership meetings;
- 7.6(d) shall be responsible for organizing and informing the Executive Committee of all Social Events as defined by policy; and
- 7.6(e) be responsible for website management and currency.
- 7.6(f) shall and be responsible for the co-ordination of all Local Committees;
- 7.6(g) shall be responsible for all freedom of information requests.
- 7.6(h) shall act as recording secretary for the local and cause to be kept a correct, full, and impartial account of the proceedings of meetings of the Executive, Stewards' Council and the membership, ensuring that these records include a copy of the full financial report presented by the Secretary-Treasurer; and shall ensure that such records are kept in a file located in the Local office;
- 7.6(i) with the President, ensure the preparation of the agenda for each meeting of the Executive Committee, and for each General Membership Meeting, and shall ensure the production and transportation of adequate supplies of relevant supporting documentation for each such meeting;

- 7.6(j) with the President, ensure that proper notice is provided to the membership for all meetings, strike and ratification votes;
- 7.6(k) ensure that an accurate record of the membership of the Local is maintained in the Local office or in a safety-deposit box;
- 7.6(l) ensure that proper records of all correspondence of the Local are maintained;
- 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 readily available at the Local office;

## **7.7 The Secretary-Treasurer**

The Secretary-Treasurer shall be the chief financial officer of the Local and shall supervise and ensure that the following accounting processes are maintained accurately.

- 7.7(a) 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(b) 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(c) that all bills authorised for payment by the Executive Committee and/or membership are paid in a timely manner;
- 7.7(d) 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(e) 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(f) 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(g) 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(h) upon request by either the President or the Executive Committee, submit within seven (7) days all record books and vouchers; all receipts, cheques, and bank statements issued and received; and a detailed written report of all expenditures and disbursements of the funds of the Local;
- 7.7(i) that the finances of the Local are audited by an independent auditor once per year;

- 7.7(j) make all books and records available for inspection by the auditors and/or Trustees upon reasonable notice; and
- 7.7(k) upon termination of office, surrender all books, records, and other properties of the Local to his/her successor.

## **7.8 The Chief Stewards**

The Chief Stewards shall:

- 7.8(a) assume joint responsibility for communication with the membership including, but not restricted to, production of a regular Local newsletter;
- 7.8(b) within their respective units, oversee the handling and processing of all grievances and 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 IAC), and maintain a schedule of hiring at the Local Office;
- 7.8(d) within their respective units, ensure that the Local is aware of, and represented at, all Instructor Appointment Committee (IAC) meetings, and maintain a schedule of such meetings at the Local Office;
- 7.8(e) within their respective units, ensure that the procedures outlined by the Collective Agreement are followed with respect to postings and the holding and conduct of IAC meetings; and bring all irregularities to the attention of the Executive Committee;
- 7.8(f) within their respective units, maintain Local records of who is assigned work and who did not receive work as a result of decisions of the relevant IAC meetings;
- 7.8(g) within their respective units, 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' Council under the provisions of Article 8.3(a);
- 7.8(i) be the representatives of the Executive to Stewards' Council, and shall:
  - i. report to the Executive Committee on all business conducted by Stewards' Council, including all Council recommendations for Executive Committee decision and/or action; and
  - ii. report to Stewards' Council the activities of the Executive Committee relevant to the mandate of Stewards' Council;
- 7.8(j) oversee and co-ordinate the appointment or election of, and the activities of, all Local representatives of health and safety committees in conformity with the *Ontario 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' Council may, from time to time, determine.

## **7.9    Honoraria**

- 7.9(a)    As of September 1, 2001, monies received from the University for the compensation of members' activities in the Local, 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. Any monies remaining in each fund at the end of each academic year, shall carry forward into the next academic year.
- i.    **The "Officers Fund" shall be divided in the following manner:  
The President, Chief Steward Unit 1 and Secretary-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 her or his entire term of office s/he 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 her or his total entitlement an amount proportionate to the duration of the strike.
- 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, in each union-designated sector, are entitled to elect, from among their number, one (1) steward.
- 8.1(b)    Each sector shall be determined by each Steward's Council. A sector 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 Chief Steward;
  - 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 his/her 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.
- 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) organise members in their sectors;
- 8.2(b) act as representatives of the Local to the employees in Unit sectors;
- 8.2(c) within the Local, represent the members of their Unit sectors;
- 8.2(d) serve as the liaison between the 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 sectors with regard to matters involving the Collective Agreement; and
- 8.2(g) transmit to their Chief Steward the complaints and potential grievances of the members of their Unit sectors and, where appropriate, represent their members in grievance meetings.

## **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' Council shall elect a Secretary, who shall not be the Unit Chief Steward. Each Unit Chief Steward shall prepare the agenda for and preside over all meetings of their respective Stewards' Council. The Unit Council secretary shall ensure that proper notice is given for all meetings and shall ensure that proper minutes of all meetings are filed with the Secretary of the Local.

- 8.3(b) The Unit Chief Steward shall be a non-voting member of Stewards' Council.
- 8.3(c) Each Stewards' Council shall meet at least three (3) times per year. In scheduling such meetings, efforts shall be made to accommodate the schedules of Stewards in each Unit. The Executive or each respective Unit Bargaining Committee may direct the Unit Chief Steward to call a meeting of its Council at any time. 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 may be given by telephone, email or regular mail.
- 8.3(d) Where any four (4) Unit stewards request in writing that the Unit Chief Steward convene a meeting of their respective Council, the Chair of Stewards' Council shall convene such a meeting within ten (10) days of receipt of the request. The Secretary of the respective Stewards' Council shall ensure that each respective Unit Steward receives proper notice that a meeting of Council has been called.
- 8.3(e) Quorum for Stewards' Council shall be five (5) unit stewards representing at least three (3) of the five (5) University Faculties.
- 8.3(f) Meetings of Stewards' Council shall be open to all Unit members in good standing, including members of the Executive Committee. Members who so attend shall have voice but no vote.

#### **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.
- 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. S/he shall reveal such information only to the appropriate Chief Steward, the Staff Representative, Local legal counsel, or to Stewards' Council when Council is in session.

#### **8.5 Organisation and Communication**

Each Stewards' Council shall ensure continuous organising within their unit sectors, 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.

- 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 organise among the membership, the University, and the community in support of the Local's aims in negotiations.

### **8.8 Membership Approval.**

The Chief Steward 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 Chief Steward;
  - iii. one Unit-designated representative from and named by Stewards' Council; and
  - iv. two Unit-designated representatives elected by the membership at a General Membership Meeting held not later than six (6) calendar months previous to the expiration of any Collective Agreement.
- 9.1(c) Where the Chief 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), s/he shall be a non-voting member of the Committee.
- 9.1(d) Except as provided for by Article 9.1(b)(i) and as permitted by Article 9.1(c) herein, no individual shall serve on both Negotiating Committees.
- 9.1(e) 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 Chief Negotiator who need not be one of the five voting members of the Committee;
  - ii. develop and present bargaining proposals to the Unit membership for approval, taking into consideration the recommendations of its' Stewards' Council;
  - 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 Chief 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; and
  - iii. be responsible for reporting to and consulting the other constituent bodies of the Local.
  - iv. In the event that the Chief Negotiator is not a member of Local 3904, he/she will not be compensated under article 9.3 (a).
  - v. The Chief Negotiator will be entitled to compensation under 9.3 (b).

## **9.3 Honoraria**

- 9.3 Honoraria for negotiations shall be established under the provisions of Article 7.3(m), and shall be based on attendance. A per diem shall also be paid as per Local policy.

## **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.
- 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

transmitted to the Local Secretary who shall ensure that they are kept on file at the Local office.

## **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.
- 11.1(c) The term of office for all Trustees shall commence at the rise of the meeting at which s/he was elected and shall continue for three (3) years or until a successor has been elected and installed. 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) exercise general supervision over the property of the Local;
- 11.2(b) supervise the audit of the books and accounts of the Treasurer by the Local's auditors;
- 11.2(c) examine the books and records of the Secretary and Treasurer and inspect or examine all properties, bonds, and all other assets of the Local at least half-yearly;
- 11.2(d) report (with or without recommendations) to the next regular meeting of the Local following the end of each half year on:
- i. the condition of the funds and accounts;
  - ii. whether all monies paid out were properly authorised;
  - 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; and
- 11.2(e) 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.

## **ARTICLE 12: DELEGATES**

### **12.1 Selection**

- 12.1(a) Upon recommendation by the Executive Committee under the provisions of Article 7.3(k), a general membership meeting shall 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 whose 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(j), all delegates and alternates shall, where possible, be elected at the Annual General Meeting.
- 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 Remuneration**

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

## **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.
- 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, 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) Except as provided for by Articles 7.4(f), 8.1(b), 8.3(a), 9.1(b) and 9.1(c), no member may hold more than one elected position at the same time.

### **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 as of 15 February in the year of regular elections. Eligible electors shall receive a minimum of fourteen (14) days written notice of any meeting at which elected positions will be filled.
- 13.2(b) Nominations may be submitted to the Vice-President Communications in writing on a dated form signed by the nominator and seconder (both members in good standing) which clearly indicates the name and department of each of the nominee, nominator and seconder; and upon which the nominee has indicated, by his/her signature, acceptance of the nomination. Such form(s) shall be attached to form part of the minutes of the meeting at which the nomination(s) was/were received.
- 13.2(c) Members not in attendance at a meeting where nominations are open may be nominated for a position, provided that their acceptance of the nomination is submitted in writing to the Vice-President Communications 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.
- 13.2(d) The Chair of the meeting shall advise the members present of the positions to be filled, the members already nominated (if any) for those positions, and shall call for further nominations. Nominations from the floor do not require a seconder. The Chair will accept no nomination without first ascertaining that the member nominated accepts the nomination. The Chair shall call three times for nominations for each position. After third call, and hearing no further nominations, the Chair shall declare nominations closed for that position.

### **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.
- 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) Each candidate shall be entitled to appoint one (1) scrutineer to observe the distribution, counting, and destruction of ballots.

- 13.3(e) At the conclusion of the speeches of the candidates for the position to be elected, the Returning Officer shall issue ballots 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(f) After collecting the ballots, the Returning Officer shall count the ballots and advise the meeting Chair of the number of ballots cast, and the name of the candidate receiving the highest number of votes cast. The Chair shall declare such candidate elected.
- 13.3(g) The ballots shall be destroyed by the Returning Officer immediately following the declaration by the Chair.
- 13.3(h) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- 13.3(i) 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 her or his position vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.
- 13.4(b) Should any member of the Executive Committee, Stewards' Council, Negotiating Committee or Trustees fail to attend three (3) consecutive regular meetings without a reason acceptable to the body on which s/he sits, the Executive Committee may declare her or his position vacant, in which case it shall be filled at the next membership meeting, in the manner outlined in this Article.
- 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 of members in that Unit in accordance with the provisions of Article 6.6.
- 14.1(b) Notice of the Unit membership meeting 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 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 shall elect a Returning Officer to conduct the Ratification Vote and two scrutineers to assist the Returning Officer in counting the ballots.
- 14.1(e) The Returning Officer shall establish polling hours additional to those provided for in Article 14.1(g) and, in so doing, shall attempt to accommodate the schedules of members in the respective Unit.
- 14.1(f) One ballot shall be issued to every eligible member who registers during polling hours and the marked ballots shall be deposited in a sealed ballot box provided for that purpose.
- 14.1(g) Upon adjournment of the meeting, the polls shall open and voting shall begin by secret ballot. Polls shall remain open until every member in attendance has had a chance to vote.
- 14.1(h) The Returning Officer and scrutineers 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 within twenty-four (24) hours of the ballots being counted.
- 14.1(j) The conduct of any Ratification Vote shall conform to all relevant legislation.
- 14.1(k) The Returning Officer shall ensure that the ballots are kept in a safe place until the next General Membership Meeting, at which s/he shall present a motion to destroy the ballots.

## **14.2 Strike Votes**

- 14.2(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.
- 14.2(b) Notice of the Unit membership meeting shall include a statement from the Executive explaining the reasons for the recommendation for a strike vote.
- 14.2(c) The Unit membership meeting shall be held *in camera* and shall deal only with issues surrounding the strike vote.
- 14.2(d) The Unit membership meeting shall elect a Returning Officer to conduct the Strike Vote and two scrutineers to assist the Returning Officer in counting the ballots.
- 14.2(e) The Returning Officer shall establish polling hours additional to those provided for in Article 14.2(g) and, in so doing, shall attempt to accommodate the schedules of members in the respective Unit.
- 14.2(f) One ballot shall be issued to every eligible member who registers during polling hours and the marked ballots shall be deposited in a sealed ballot box provided for that purpose.
- 14.2(g) Upon adjournment of the meeting, the polls shall open and voting shall begin by secret ballot. Polls shall remain open until every member in attendance has had a chance to vote.

- 14.2(h) The Returning Officer and scrutineers shall count the ballots. A majority of votes cast shall decide the Strike Vote.
- 14.2(i) The decision shall be communicated to the membership within twenty-four (24) hours of the ballots being counted.
- 14.2(j) The conduct of any Strike Vote shall conform to all relevant legislation.
- 14.2(k) The Returning Officer shall ensure that the ballots are kept in a safe place until the next General Membership Meeting, at which s/he shall present a motion to destroy the ballots.

## **ARTICLE 15: DUES AND ASSESSMENTS**

### **15.1 Union Dues**

Each member of the Local shall pay such union dues as are determined from time to time by the Executive, and approved by the membership in accordance with Article 7.3(d), except as provided in Article 16.4.

### **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.
- 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.

## **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.

## **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 authorised 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 authorised 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.
- 16.3(c) In addition to any amounts authorised by Articles 16.3(a) and 16.3(b), the Executive Committee may authorise 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.
- 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 \$50,000, 0.3% of members' salaries shall be deposited from each dues receipt.
- 16.4(b) When the balance in the Local Defence Fund is from \$50,000 to \$149,999.99, 0.2% of members' salaries shall be deposited from each dues receipt.
- 16.4(c) When the balance in the Local Defence Fund is from \$150,000 to \$360,000.00, 0.125% of members' salaries shall be deposited from each dues receipt.
- 16.4(d) When the balance in the Local Defence Fund reaches \$400,000, the Local shall automatically reduce dues by 0.1% of members' salaries, and the Local shall notify the Employer of the change in the dues rate as soon as possible. When the balance in the Local Defence Fund subsequently falls below \$250,000, the Local shall resume depositing monies in the Fund as per this Article, and membership dues shall automatically increase as required by Article 16.4(a) through (d) above.

- 16.4(e) 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 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 office, and shall, at an appropriate time before commencing a strike, be distributed widely among the membership.
- 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 B.VI of the Constitution of the Union and shall be dealt with in accordance with the provisions therein.

## **ARTICLE 19: AMENDMENTS TO THESE BYLAWS**

### **19.1 Notice 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.

### **19.2 Executive Committee and Stewards' Council 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 Secretary. Where possible,

amendments so received by the Secretary shall be included in the notice for the next General Membership Meeting.

### **19.3 Members' Amendments**

- 19.3(a) Any two members may propose an amendment to these Bylaws by submitting the exact wording of their amendment, signed by both members, to the Secretary.
- 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 nonconcurrence with the proposed amendment and shall supply a written statement of its reasons.
- 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.
- 19.3(d) The proposed amendment shall be dealt with at said meeting. The Executive may call such a meeting for the purpose of consideration of the proposed amendment.
- 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 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 Spring of 2008, 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.