



WORKERS UNITED

Canadian Union of Public Employees Local 3261 Bylaws

(Covering Full and Part-time Bargaining Unit members and Casual Bargaining Unit members at the University of Toronto and University of Toronto Press and the Faculty Club)

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INTRODUCTION

Local 3261 of the Canadian Union of Public Employees has been formed to:

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

The following Bylaws are adopted by Local 3261 in accordance with the CUPE National Constitution (Articles 13.3 and B5.1) to protect the rights of all members, to provide for responsible governance and the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

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

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 3261 (CUPE Local 3261)

Local 3261 consists of the following units:

- Full-time and Part-Time Service Workers employed at the University of Toronto
- Casual Service Workers employed at the University of Toronto
- Full-time Press Distribution Warehouse, Part-time Press Distribution Warehouse, Part-time Press Bookstore
- Faculty Club
- 89 Chestnut

SECTION 2 – OBJECTIVES

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

- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, creed, colour, nationality, ancestry or place of origin, ethnic origin, age, sex/gender, gender identity, gender expression, marital status, family status, language, sexual orientation, sexual minority, place of origin, place of residence, ancestry, religion, religious beliefs, political affiliation or belief, mental and physical disability, physical handicap or disability, record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3 – REFERENCES

- (a) Masculine pronouns shall be understood to include the feminine gender.
- (b) Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

SECTION 4 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 3261 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Ontario Provincial Division
- The Toronto CUPE Council
- The Ontario Federation of Labour
- The CLC Labour Council

SECTION 5 – REGULAR AND SPECIAL MEMBERSHIP MEETINGS

Regular membership meetings of Local 3261 shall be held in February, June and October. Meetings shall be held on Saturdays commencing at 10 a.m.

When a statutory holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting, and will give members fourteen days' notice of the date of the rescheduled regular membership meeting.

- (a) Special membership meetings of Local 3261 may be required, and shall be called by the Executive Board or may be requested in writing by no fewer than twenty (20) members. The President shall immediately advise members when a special meeting is called, and ensure that all members receive at least seventy-two (72) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- (b) The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be twenty (20) members, including three (3) members of the Executive Board.
- (c) The order of business at regular membership meetings is as follows:
 - 1. Roll call of officers
 - 2. Reading of the Equality Statement
 - 3. Voting on new members and initiation
 - 4. Reading and approval of minutes of previous meeting
 - 5. Matters arising
 - 6. Treasurer's report and approving expenditures
 - 7. Correspondence
 - 8. Executive Board report
 - 9. Reports of committees and delegates
 - 10. Nominations, Elections, or Oath of Office
 - 11. Unfinished business
 - 12. New business
 - 13. Good of the Union
 - 14. Adjournment

- (d) Local 3261 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

SECTION 6 – EXECUTIVE BOARD AND TABLE OFFICERS

- (a) The Table officers shall include President, Vice-President, Recording-Secretary, Secretary-Treasurer and Chief Steward.
- (b) The Executive Board shall include all Table Officers, Unit Representatives and Health and Safety Officer except Trustees.
- (c) The Executive Board shall meet at least eight (8) times per year.
- (d) A majority of the Executive Board constitutes a quorum.
- (e) The Table Officers shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved. All transactions shall be approved by legal counsel.
- (f) The Table Officers shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- (g) Should any Executive Board member fail to answer the roll call for three (3) consecutive regular meetings, or three consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.
- (h) Each Unit Representative as set out in Section 1 shall be elected by employees within that bargaining unit or group.
- (i) 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 By-Laws. 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.

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.

SECTION 7 – DUTIES OF OFFICERS

Each Officer of Local 3261 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

(a) The **President** shall:

1. Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
2. Preside at all membership and Executive Board meetings and preserve order.
3. Decide all points of order and procedure (subject always to appeal to the membership).
4. Have a vote on all matters (except appeals against the President's rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie.
5. Ensure that all Officers perform their assigned duties.
6. Fill committee vacancies where elections are not provided for.
7. Introduce new members and conduct them through the initiation ceremony.
8. Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union bylaws, or vote of the membership.
9. Be allowed necessary and reasonable funds, to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.
10. Have first preference as a delegate to the CUPE National Convention.
11. On termination of office, surrender all books, seals and other properties of the Local Union to their successor.

12. The immediate Past President shall, on invitation by the Executive Board, be eligible to attend all Executive and Steward meetings in an advisory, non-voting capacity.
 13. The President shall be the full-time officer of the Local and shall be paid the highest wage rate in the Collective Agreements of the Local including benefits, which shall be maintained by the Local on The President's behalf.
 14. The President shall provide their own vehicle and shall be paid not less than forty-seven (47) cents per kilometre for all kilometres travelled on Union business.
 15. The President shall pay union dues equivalent to the dues of the Local.
 16. The President shall receive all wage increases, benefits, rights, etc., except for overtime.
 17. Upon resignation or election defeat, the President shall receive one week's wages for every year in office up to a maximum of twenty-six (26) weeks paid based on current wages.
 18. The President shall have voice and vote in all negotiations except for ratification or strike vote other than their own bargaining unit.
- (b) The **Vice-President** shall:
1. If the President is absent or not eligible, perform all duties of the President.
 2. Preside over membership and Executive Board meetings in the absence of the President.
 3. If the office of the President falls vacant, be Acting President until a new President is elected.
 4. Render assistance to any member of the Executive as directed by the Executive Board.
 5. On termination of office, surrender all books, seals and other properties of the Local Union to their successor.
- (c) The **Recording Secretary** shall:
1. 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 Secretary-Treasurer. The record will also include Trustee reports.

2. Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval.
 3. Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
 4. Keep a record of all correspondence received and sent out.
 5. Prepare and distribute all notices to members.
 6. Have all records ready on reasonable notice for the Trustees or auditors.
 7. Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
 8. Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
 9. On termination of office, surrender all books, seals and other properties of the Local Union to their successor.
- (d) The **Secretary-Treasurer** shall:
1. Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and every fifteen (15) days shall deposit promptly all money with a bank or credit union and receive a receipt for same.
 2. Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
 3. Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
 4. 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.
 5. Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
 6. Make a full financial report to meetings of the Local Union's Executive Board.

7. Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
 8. Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
 9. Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
 10. 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.
 11. Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
 12. Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
 13. Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
 14. Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.
 15. On termination of office, surrender all books, records and other properties of the Local Union to their successor.
- (e) The **Chief Steward** shall
1. Be responsible for assisting in determining if a grievance exists, assigning any steward and preparation of such grievance, keeping record of grievances by number, type and outcome.
 2. Assist the President to carry grievances from Step two (2) to resolution.
 3. Chair Stewards' meetings.
 4. Recruit, organize and arrange training for stewards.
 5. Record and distribute the minutes of the Stewards meetings.

6. Prepare a written summary of grievances on a monthly basis.
- (f) The **Health and Safety Officer** shall:
 1. Serve as Chairperson of the Local's Health & Safety Committee and coordinate Health & Safety activities.
 2. Have successfully completed the Certified Health & Safety Training, or equivalent.
 3. Recruit, organize and ensure training of the Local's Health & Safety Representatives
 4. Represent the interests of the Local, regarding Health & Safety and the *Workplace Safety and Insurance Act*.
 5. Receive and report on Joint Health & Safety committee proceedings and activities.
 6. Annually review Health& Safety policies.
 7. Maintain a list of Health & Safety reps and forward to Communications Committee for posting on Union/Health & Safety boards.
 8. Prepare a written report summarizing accidents, incidents and issues for monthly review.
 9. Give monthly reports to the Executive Board on outstanding issues.
 10. Network with CUPE Ontario Division and CUPE National regarding information and training opportunities.
 11. Be responsible for ensuring compliance with the *Occupational Health and Safety Act* and Regulations.
 12. Attend joint Health & Safety Committee meetings representing the Union and fellow employees' best interests.
 13. Shall provide information to the Executive Board and membership regarding unsafe work practices or environmental problems and information from committee meetings.
 14. Shall submit terms of reference agendas and minutes for all Joint Health and Safety Committees meetings to the Recording Secretary.
 15. Attend CUPE Health and Safety Conferences as finances permit.

(g) The **Trustees** shall:

1. Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the Committees at least once every calendar year.
2. Make a written report of their findings to the first membership meeting following the completion of each audit.
3. Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
4. Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
5. Ensure that proper financial reports have been given to the membership.
6. Audit the record of attendance.
7. Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership.
8. There shall be a maximum of three (3) Trustees. Each shall serve a three (3) year term with one retiring alternately each year. Each Trustee may serve a one (1) year term as chair of the Auditing Committee. The Chairperson of the Auditing Committee shall give any report at regular meetings when called to do so by the Chair of general meetings.
9. Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - i. Completed Trustee Audit Program
 - ii. Completed Trustees' Report
 - iii. Secretary-Treasurer Report to the Trustees
 - iv. Recommendations made to the President and Secretary-Treasurer of the Local Union
 - v. Secretary-Treasurer's response to recommendations
 - vi. Concerns that have not been addressed by the Local Union Executive Board.

(h) The **Stewards** shall:

There shall be sufficient Shop Stewards selected or appointed to cover all locations.

1. Such Shop Stewards shall be appointed by the Executive Committee. Where more than one person is interested in the appointment, the Executive will provide for an election among the members of the department or location.
2. If the Shop Steward is not available or if a member would prefer, that member may speak directly to the Chief Steward. If the Chief Steward is unavailable, the member may speak directly to the President.
3. All Shop Stewards shall keep the Chief Steward informed of matters in their area.
4. Stewards shall meet a minimum of six (6) times per year.
5. The Shop Stewards shall post all notices of meetings and other posters sent to them by the Local and carry out any further duties the Local assigns.
6. The Shop Stewards shall serve a term of two (2) years.
7. The Chief Steward sits on the Executive Board. The Chief Steward shall chair Shop Stewards meetings.
8. Should any Shop Steward fail to answer the roll call for three consecutive regular meetings, or three consecutive regular Shop Steward meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election or appointment as above.
9. Shop Stewards shall receive the amount of \$40 for attendance at the bi-monthly Stewards meetings as reimbursement for expenses.

(i) The **Unit Representative** shall:

1. The voting for each Unit Representative will be by employees within that unit as set out in Section 1 only.
2. Be an employee within that unit that they are to represent.
3. The term of office shall be two (2) years, elected in odd numbered years.
4. Serve as the primary liaison person between their respective unit, and the Executive Board.
5. Present a unit report at the Executive Board meetings.

6. Assist the Executive Board in the preparation of bargaining proposals, and shall act as the information coordinator for their respective units.
7. Where there is no representation elected for a unit, the position shall remain open for nomination and election for the duration of the term and in the interim be filled by a member temporarily appointed by the Executive Board.
8. Assist in any committee as required by the Executive Board including the distribution of notices, newsletters and other information.

SECTION 8 – NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

(a) Nominations

1. Nominations will be received at the regular membership meeting held in the June.
2. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
3. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
4. To be eligible for nomination, a member must be a member in good standing as set out in Article B 8.3 of the National Constitution.
5. No member will be eligible for nomination if they are in arrears of dues and/or assessments.
6. Candidates for Executive Board positions are expected to have a working knowledge of their respective duties and participate in training appropriate to fulfill their duties within six (6) months of being elected.
7. A member may accept nomination for one office only.

(b) Elections

1. The President and Recording Secretary will be elected in even years. The Vice President, Health & Safety Officer, Unit Representatives, Chief Steward and Secretary-Treasurer shall be elected in odd years.
2. At a membership meeting, at least one month prior to the start of the election, the President will, subject to the approval of the Executive Board, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee will

include members of the Local Union who are neither Officers nor candidates for office. The Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.

3. The Returning Officer will be responsible for issuing, collecting, and counting votes. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
4. The voting will take place prior to the regular membership meeting in October, and will be conducted using secure third party electronic vote. The vote will be secret.
5. On the first working day two weeks prior to the regular October membership meeting, electronic votes will be released to all members to the email address the member has on file with the Union. Voting will remain open for five working days.
6. For those unable to electronically vote, in person voting will be made available at electronic voting stations. These stations will be staffed by at least two members of the Elections Committee and will be made available for at least one day on each of the St. George, Scarborough, and Mississauga campuses, as well as at the University of Toronto Press warehouse and Chestnut Residence.
7. A majority of votes will be required before any candidate can be declared elected. If no candidate receives a majority of votes cast in the first round of voting, the two candidates receiving the most votes proceed to a runoff vote. The second vote will be taken the following week, following the same procedure as the first vote as described in paragraph 5 and 6.
8. The results of each vote will be announced by the Returning Officer on the day following the end of each voting period.
9. When two or more nominees are to be elected to any office by vote, each member voting will be required to vote for the full number of candidates to be elected or the member's vote will be declared spoiled.
10. If a candidate requests a recount of the results of their Election, they may, in the presence of a representative from each candidate concerned, and in the presence of the CUPE National Representative or a CUPE designate, meet with the Returning Officer to review relevant documentation and records provided by the election service provider carrying out the vote to recount the vote.

(c) Unit Elections

Only members of a Unit as defined in Section 1 may vote for their Unit Representative.

(d) Installation

1. All duly elected Officers shall be installed at the General Membership meeting immediately following their election and shall continue in office for two year(s) or until a successor has been elected and installed provided, however, that no term of office shall be longer than three years.
2. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years and one for one year, as laid down in Article B 2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one Trustee for a three-year period. No member who has been a signing officer of the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.
3. The Oath of Office to be read by the newly-elected Officers is:

"I, _____, do most sincerely promise that I will truly and faithfully, to the best of my ability, perform the duties of my office for the ensuing term, as prescribed in the Constitution and laws of the Canadian Union of Public Employees, and as an Officer of this Local Union will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions.

I further promise that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Local Union in my possession to my elected successor."

(e) By-Election

Should an office fall vacant pursuant to Section 6(g) of these bylaws or for any other reason, the resulting by-election will be held as soon as practical and should be conducted as closely as possible in conformity with this Section.

- (f) The Executive Board may appoint a member in good standing to fill a vacant position *pro tem* until a general membership meeting can be called to follow the nomination and election procedures in these Bylaws.

SECTION 9 – FEES, DUES, AND ASSESSMENTS(a) Initiation Fee

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will

be accompanied by an initiation fee of ten (10) dollars which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

(b) Readmittance Fee

The readmittance fee shall be ten (10) dollars.

(c) Monthly Dues

The monthly dues shall be 1.5% of regular wages.

SECTION 10 – NON PAYMENT OF DUES AND ASSESSMENTS

Any member in arrears for a period of three months or more will be automatically suspended and the suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. Any member under suspension wishing to be reinstated will, upon application, pay the readmittance fee plus any dues and assessments in arrears. This money will be returned if the application is rejected. A member who has been unemployed or unable to work because of sickness shall pay the readmittance fee but may not be required to pay arrears.

SECTION 11 – VOTING OF FUNDS

(a) Local 3261 will pay out funds under the following circumstances:

- When the expenditure has received prior authorization through a membership approved budget.
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members at a membership meeting.

Authorization to pay per capita tax to CUPE National, CUPE Ontario Division, or any labour organization the Local Union is affiliated with, is not required.

(b) In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than \$200, a notice of motion must be made at a regular membership meeting and then approved at the following regular membership meeting before the grant or contribution can be paid out.

(c) No member of Local 3261 will be allowed to spend any Local Union funds without first having received authorization under Section 11 (a) of these bylaws.

- (d) The Union may reimburse the President or any Officers or members for expenses properly incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense and with supporting receipt(s) attached.

SECTION 12 – HONORARIA

Local Union Officers and Committee members shall be provided a monthly honorarium as follows:

1. Each Unit officer shall be allowed eighty-five dollars (\$85) monthly.
2. The Vice-President shall be allowed eighty-five dollars (\$85) monthly.
3. The Recording-Secretary shall be allowed eighty-five dollars (\$85).
4. Secretary-Treasurer shall be allowed eighty-five dollars (\$85) monthly.
5. Chief Steward shall be allowed eighty-five dollars (\$85) monthly.
6. The Health & Safety Chairperson shall be allowed eighty-five dollars (\$85) monthly.
7. The Casual Unit Representative shall be allowed one hundred (\$100) monthly.
8. Committee members shall be allowed forty (\$40) per diem upon presentation of a signed voucher.
9. All time off pertaining to negotiations shall be approved by the Executive Board.

SECTION 13 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

- (a) Except for the President's option [Section 9 (a)], all delegates to conventions, conferences, and educationals shall be chosen by election at membership meetings. If no membership meeting is scheduled in advance of the registration deadline, the Executive Board may appoint delegates from among the membership of the Local.
- (b) Delegates to the Toronto District CUPE Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council.
- (c) Delegates to the CLC District Labour Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall

report at each Local Union membership on proceedings at recent meetings of the Council.

- (d) All delegates attending conventions, conferences, or educationals held outside Metropolitan Toronto shall be paid transportation expenses (at economy, tourist or coach rates) as determined by the Secretary-Treasurer and a per diem allowance of seventy-five (75) dollars for meals and expenses plus hotel accommodations. Reasonable parking expenses with receipts will be reimbursed in addition to the per diem allowance. The Local Union will reimburse the member's employer for any loss of wages.
- (e) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be a per diem allowance of forty-five (45) dollars for meals and expenses incurred by attendance at the convention, conference or educational. Reasonable parking expenses, with receipts will be reimbursed in addition to the per diem allowance. The Local Union will reimburse the member's employer for any loss of wages.
- (f) All delegates attending conventions, conferences, or educationals held outside Metropolitan Toronto where accommodation and meals are included in the cost of registration shall be paid transportation expenses (at economy, tourist or coach rates) as determined by the Secretary-Treasurer, and a per diem allowance of fifteen (15) dollars for expenses. The Local Union will reimburse the member's employer for any loss of wages.
- (g) Local 3261 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.
- (h) Local 3261 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.
- (i) No member may be a delegate to convention unless in attendance at two (2) general membership meetings in the twelve (12) months preceding the convention.

SECTION 14 – COMMITTEES

(a) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two members of the Board may sit on any special committee as ex-officio members.

(b) Negotiating Committee

This will be a special committee established at least three (3) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of members, all elected at a special or general membership meeting. The CUPE Representative assigned to the Local Union 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.

All members of Local 3261's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educationals.

- **Full-time and Part Time Unit Negotiating Committee:** The Committee shall consist of the President, The Unit Representative and five (5) other members of the Unit with at least one (1) from Scarborough Campus and one (1) from Mississauga Campus.
- **Casual Unit Negotiating Committee:** The Committee shall consist of the President, The Unit Representative and up to three (3) members of the unit.
- **89 Chestnut Unit Negotiating Committee:** The committee shall consist of The President, The Unit Representative and 5 other members selected from each department. These departments include Housekeeping, Maintenance, Kitchen, Stewarding and Banquets.
- **Faculty Club Unit Negotiating Committee:** The Committee shall consist of the President, The Unit Representative and two (2) members of the Unit.
- **Full-time Unit (University of Toronto Press Warehouse) Negotiating Committee:** The Committee shall consist of the President, The Unit Representative and two (2) members of the unit.
- **Part-time Unit (University of Toronto Press Warehouse) Negotiating Committee:** The Committee shall consist of the President, The Unit Representative and two (2) members of the unit.
- **Part-time Unit Retail (University of Toronto Press) Negotiating Committee:** The Committee shall consist of the President, The Unit Representative and two (2) members of the unit.

Ratification

Any tentative Agreement documentation is to be held at least three days for viewing by members prior to ratification at the Union Office.

Ratification votes should, where possible, be held on all three campuses of the University of Toronto.

(c) Permanent Committees

Permanent committees will have a term of two years. An open call to join the committees will be made every two years and members will be invited to express their interest. The open call will be held before the end of the calendar year. The Executive Board may, with the concurrence of the membership, jointly appoint applicants and other members to serve on a committee. The members will be announced at the February General Membership Meeting. Committees will provide written reports to each regular membership meeting. The President and Vice-President shall be a member, ex-officio, of each committee. There shall be three (3) permanent committees as follows:

1. Health and Safety Committee

This committee will:

1. Work to educate members on the importance of workplace health and safety.
2. Prepare and present reports to the regular membership meetings.
3. Participate on the Joint Worksite Health and Safety Committees (JWH&SC) at their workplace.
4. Ensure that the worker representatives on the JWH&SC meet separately from the employer to prepare for meetings with the employer.
5. Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
6. Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
7. Work to eliminate all workplace hazards, be they physical, environmental, or social.

8. Committee Members will have first priority to attend CUPE Health and Safety Conferences as finances permit; other members of the Local may attend after Committee members have exercised their priority.
9. Should any Committee member fail to attend more than two consecutive Joint Health and Safety Committee meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by the Health & Safety Committee Chairperson.

Members of this committee should be designated as a "Certified Worker Representative" in accordance with the legislation in their respective jurisdictions (provincial, federal).

The committee members will be the elected chairperson and will be elected for a two-year term. The committee shall appoint its secretary from among its members.

2. Communications Committee

This committee shall be chaired by the Vice President and may include up to three (3) additional members. This committee shall meet quarterly to develop the communications plan for the units.

3. Bylaws Committee

The bylaws committee shall be charged with overseeing, changing, and updating the Local Bylaws ensuring that they are up to date and consistent with current practice and following guidelines set out in section 17 of the current Bylaws.

1. A Chair shall be elected by the committee itself.
2. Members of the Bylaws Committee may submit recommendations to the executive for approval.
3. Members of the Local may submit changes to the bylaws to the Chair of the Bylaws Committee for consideration by the Bylaws Committee.
4. Recommendations for bylaw changes put forth by members are subject to review by the bylaws committee to ensure language is consistent and compliant with the Bylaws and National Constitution. All proposals are subject to executive approval for consideration at a membership meeting.
5. The President and Vice-President shall be a member, ex-officio, of the Bylaws Committee, which may include up to three (3) additional members.

SECTION 15 – COMPLAINTS AND TRIALS

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.

SECTION 16 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix "B". These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by Appendix "B", the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 17 – AMENDMENTS

- (a) These bylaws are always subordinate to the CUPE National Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE National Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE National Constitution.
- (b) These bylaws will not be amended, added to, or suspended except upon a two-thirds (2/3) majority vote of those present and voting at a regular or special membership meeting following seven (7) days' notice at a previous meeting or at least sixty days' written notice.
- (c) Members of the Local may submit changes to the bylaws to the Chair of the Bylaw Committee for consideration by the Bylaw Committee. The Bylaw Committee, in addition to member-submitted proposals, may also propose changes to the organization's bylaws.

Proposals submitted by members to the Bylaw Committee for consideration at a General Membership Meeting (GMM) must be received by the Bylaw Committee no later than sixty (60) days prior to the scheduled date of the GMM. Once reviewed by the Bylaw Committee and approved by the Executive Committee, notice to the membership will be given as per 17(b) and presented at the following membership meeting.

- (d) No change in these bylaws will be valid and take effect until approved by the National President of CUPE. The validity will date from the letter of approval of the National President.

SECTION 18 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 3261 bylaws, either in paper format or via the Local Union web site at www.3261.cupe.ca . Members requesting a copy of these bylaws will be provided a copy in English. Members with special needs may request a copy of the bylaws in larger font.

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

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

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

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

Appendix "B"
RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson 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 Chairperson.
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 Chairperson, 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 Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson 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 discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson 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 Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson 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 Chairperson 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 Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, 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 Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson 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 Vice-President; 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.
27. 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.