


# BYLAWS
# CUPE 4207

Meeting Minutes with Notice of Motion (February 24, 2026)
Meeting Minutes with Vote over Requested Amendments (April 21, 2026)
Submitted for Approved to National (May 29, 2026)
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## ARTICLE 1 - NAME

The name of the trade union shall be “Canadian Union of Public Employees Local 4207; hereinafter, it shall be referred to as “the Local.”

## ARTICLE 2 - GOVERNING AUTHORITY

The Local is a chartered local of the Canadian Union of Public Employees. These bylaws shall conform in all respects with the Constitution of the Canadian Union of Public Employees (CUPE). Should an unauthorized conflict arise between these by-laws and the CUPE Constitution, the CUPE Constitution shall take precedence. The activities of the Local shall be in conformity with the Constitution and bylaws of the Canadian Union of Public Employees and the Local. The Canadian Union of Public Employees shall hereinafter be referred to as “the Union.”

## 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 take such actions as are necessary and/or appropriate to advance the labour movement as a whole

## ARTICLE 4 - ORGANIZATIONAL STRUCTURE

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

(a) The Membership;

(b) The Executive Committee;

(c) The Stewards Council;

(d) Committees: Committees of the executive may be formed to make specific recommendations to the executive on any given issue. Committees of the general membership may also be formed, open to all members in good standing. Committee decisions and actions cannot contravene the Constitution of the Canadian Union of Public of Employees or decisions of the Local including the Local’s bylaws or policies, unless the committee is seeking to propose amendments to the Local’s bylaws or policies.

4.2 The plenary authority of the Local shall rest with the membership of the Local. Such authority shall be exercised in properly constituted membership meetings and referenda, in accordance with these bylaws.

4.3 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 A. 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 A to these bylaws, 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.

## ARTICLE 5 - MEMBERSHIP

5.1 The membership of the Local shall consist of all persons employed at Brock University who are covered by the CUPE Local 4207 Collective Agreements. Unit 1 of the local shall consist of all persons employed as Course Coordinators, Instructors, Teaching Assistants, Demonstrators, and Marker/Graders, save and except persons employed as Instructors, Program Coordinators and On-Site Facilitators in the Faculty of Education. Unit 2 of the Local shall consist of all full-time coordinators employed in ESL Services at Brock University. Unit 3 of the Local shall consist of all instructors employed in ESL services at Brock University. Unit 4 of the Local shall consist of all Clinical Instructors in Nursing.

5.2 Any member whose employment terminates may retain their membership until eighteen (18) months after the expiry of their contract.

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

5.4 Membership in the Local shall obligate the member to abide by the provisions of the Constitution of the Union and these by-laws, as well as any legal agreement entered into by the Union or the Local on their behalf.

## ARTICLE 6 - GENERAL MEETINGS

6.1 (a) General membership meetings shall be held at least two (2) times between September 1st and December 31st, and at least two (2) times between January 1st and April 30th.

(b) Members shall be adequately informed of General Membership Meetings fourteen (14) days prior to a meeting, by means of an e-mail notice and/or social media notices, notice of posted on the website, or any other method the Executive Committee deems effective.

(c) Special general membership meetings may be ordered by the Executive Committee or requested in writing by no fewer than twenty (20) members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least five (5) full working days' notice of the special meeting and the subject(s) to be discussed (except meetings called by the Executive Committee with regards to strike actions, which shall require just twenty-four (24) hours' notice). No business shall be transacted at the special meeting other than that for which the meeting has been called and notice given.

(d) Written notice of special membership meetings shall be posted in accordance with article 6 (b) and setting out the purpose of the special meeting.

(e) Twenty (20) members in good standing, at least two (2) of whom are executive members, shall constitute a general quorum for all membership meetings for the legal transaction of business.

(f) The Executive shall call an Annual General Meeting (AGM) in April of each year for the purposes of reporting to the membership on the business transacted during the year and for the election of Executive Officers. At the AGM, the Treasurer shall submit to the membership a full financial report for the year and submit to the membership a proposed

budget for the coming year for approval.

(g) General Membership Meeting Agenda Meetings will follow this order of business:

1) Call to Order

2) Acknowledgement of Indigenous Territory

3) Roll Call of Officers

4) Reading of the Equality Statement

5) Approval of the Agenda

6) Voting on new members and initiation

7) Acceptance of the Minutes

8) Matters Arising from the Minutes

9) Treasurer's Report

10) Communications

11) Executive Committee Reports

12) Reports of Committees and Delegates

13) Nominations, elections, or installations

14) Unfinished Business

15) New Business

16) Good of the Union

17) Adjournment

## ARTICLE 7 - OFFICERS

7.1 Executive Committee

(a) The Executive Committee of the Local shall consist of the President, three Vice-Presidents from Unit 1, which includes “Vice-President Graduate Students,” “Vice-President Unit 1 Instructors,” “Vice-President Unit 1”), one Vice- President from Unit 2 and Unit 3 ("Vice-President Unit 2 & 3") and one Vice-President from Unit 4 (“Vice-President Unit 4), the Recording Secretary, the Treasurer, the Lead Steward Unit 1, the Lead Steward Units 2 & 3, the Lead Steward Unit 4, the Equity Officer, Health and Safety Officer, and the Outreach Officer.

(b) The term of office for all members of the executive committee is May 1 of the year in which their election takes place to April 30 of the following year. Where such election

does not take place before April 30, all members of the Executive Committee shall continue in office until such time as an election is held. In such an event, an election shall be held at a special general membership meeting between May 1 and August 31 of that year. Where a position on the Executive Committee is vacant, an election shall be held at the general meeting subsequent to the position being vacated.

(c) Meetings of the Executive Committee shall be open to all members in good standing of the Local and have the right to speak, but not to vote.

(d) All charges against officers or members shall be made in writing and dealt with in accordance with Article B.11.1 of the National Constitution.

7.2 Duties of the Executive Committee

(a) The Executive Committee shall take such actions and render such decisions as may be necessary to carry out the decisions and instructions of the membership of the Local. The Executive Committee shall enforce the Constitution of the Union and the by-laws of the Local and the provisions of all agreements between the Employer and the Employees and shall coordinate Union-Local affairs.

(b) The Executive Committee shall have the authority to set the dues charged to the members, upon approval by a majority of the votes cast at a meeting of the membership conducted in accordance with Article B.4.3.

(c) A majority of the members of the Executive Committee shall constitute quorum for the legal transaction of business at Executive Committee meetings.

(d) The Executive Committee shall meet, at a minimum, once every month. Except in the case of collective bargaining or strike necessities, or bona fide emergency, a minimum of five days' notice shall be given for all Executive Committee meetings.

(e) The Executive Committee shall be responsible for the handling and processing of all grievances and for the administration of the collective agreement.

(f) The Executive Committee shall make recommendations to the membership regarding the timing of strike votes, the commencement of strike action, and the nature of strike action.

(g) Each member of the Executive Committee shall be responsible to and shall conform to the deliberations of the Executive Committee in the carrying out of their duties. Each member shall submit a monthly report detailing their work and activities associated with their position to the Executive and to the membership. Should members of the Executive Committee fail to carry out their responsibilities, the member must provide reasons to the Executive Committee. Should the Executive Committee not accept the reasons, or the member not provide reasons, then the Executive Committee is empowered to suspend the member with a two-thirds vote of those present. The member would not be entitled to Executive expenses and the matter will be taken to the next scheduled General Membership Meeting where the membership will determine whether to reinstate the suspended member or to order the Executive Committee to declare the position vacant.

(h) The President, Treasurer and two Vice-Presidents shall be the official signing officers for the Local. The two Vice-Presidents who will serve as signing officers shall be selected by

the Executive Committee at the first meeting of the Executive Committee immediately following the AGM. All signing Officers of Local 4207 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority. A signing officer shall not sign their own cheque.

(i) The Executive Committee shall negotiate and ratify all employment contracts and/or collective agreements between the Local and its employees.

(j) The Executive Committee shall be responsible for the calling of all Local meetings, except for meetings of the Stewards Council, and for provision of the required notice for such meetings.

(k) The Executive Committee shall oversee and coordinate the Local's orientation and membership campaign.

(l) The Executive Committee shall have the authority to authorize expenditures of up to

$1000 for any item of business discussed at a meeting of the Executive Committee. Expenditures greater than $1000 shall be brought to the membership for approval at a properly constituted general membership meeting. These office hours may be done through scheduled virtual hours with the agreement of the Executive Committee.

(m) To the extent possible, each member of the Executive Committee shall hold reoccurring office hours of at least two (2) hours per week, September – April.

(n) Ensure that all committees and councils of the local meet on a regular basis and ensure that at least one member of the executive attends meetings of the committees and council of the local, in order to report back to the whole executive on the activities of committees and councils.

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

(p) The Executive Committee shall hold title to any real estate of the Local Union as Trustees for the Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and submitting the proposal to a membership meeting and having it approved.

(q) Members of the Executive are required to attend Anti-Oppression training to be arranged by the Equity Officer within four months of taking office. This training shall be open to all members of the local.

7.3 Duties of the President

(a) The President shall be responsible, in conjunction with the Executive Committee, for the smooth and efficient operation of the Local.

(b) The President shall sign all authorizations, contracts, and other official documents of the Local. In conjunction with the Treasurer, they shall be responsible for accounting for all funds of the Local.

(c) The President shall report to the membership at each general membership meeting regarding the actions of the Executive Committee.

(d) The President shall chair all meetings of the local union. The President shall:

(e) Act as a member of the Bargaining Committee.

(f) Work with all members of the executive to ensure that executive members have enough support to fulfill their duties as described within these by-laws.

(g) Attend all Stage 2 grievance meetings, grievance mediations and arbitrations.

(h) Act as the spokesperson for the Local.

(i) Be given preference to serve as a delegate to the following conventions: CUPE National, CUPE Ontario Division, and the Canadian Labour Congress (CLC).

(j) The President, Executive Committee, or the General Membership may assign a designate from the Executive Committee to complete functions due to absence or unavailability.

(k) Take necessary action to ensure that all Officers are accountable and to ensure that all Officers perform their assigned duties for the proper functioning of the Local.

(l) Interpret these bylaws as required.

(m) Enforce the CUPE National Constitution, these bylaws, and the Equality Statement.

7.4 Duties of the Vice-Presidents

(a) The position of The Vice-Presidents shall assist the President in the administration of the Local.

(b) In the absence by either a temporary leave, or the resignation or death of the President, one of the Vice-Presidents shall assume the duties of the President until such time as the President is able to resume their duties. The executive shall determine which Vice-President shall assume the duties via a vote using *Simply Voting* (or an equivalent secure electronic voting platform). Should the President resign or die, the Vice President assuming the duties shall be the Acting President until an election for President is held at the next General Membership Meeting.

(c) In the event of vacant seats on the Executive Committee, the Vice-Presidents shall assist in the performance of those duties until a replacement is found.

(d) The Vice Presidents shall be responsible for reporting to the executive on all matters of concern or interest within their respective bargaining units.

Additionally, they shall:

i. In the absence of an elected representative to attend senate meetings or meetings of the board of governors, the executive will select one of the vice presidents to attend these meetings.

(e) The Vice-Presidents shall be responsible for reporting to the Executive on all matters of concern or interest of their respective units, all governance issues at Brock University, and all broader political and labour-related issues external to Brock University.

They shall:

i. Liaise with other unions, university, student and other organizations within the university.

ii. Inform on developments at the Senate and Board of Trustees at Brock University;

iii. Inform of strikes and lockouts in Ontario and in the Canadian university sector.

(f) In addition to the duties and responsibilities above, the Vice Presidents shall be responsible for organizing and mobilizing members of their units in conjunction with their Unit Lead Steward.

(g) The Vice Presidents will have preference to serve as delegates to the CUPE Ontario Division convention.

(h) The Vice President Unit 1 Instructors shall be responsible for organizing, scheduling, and recording union training and education for the Executive Committee and General Membership. They will collaborate with the Equity Officer and Lead Stewards to schedule and plan Anti-Oppression Training and workshops from the Steward Learning Series. They will ensure that all pertinent training for Executives, Trustees, and Committees is scheduled and arranged. They will also act as Co-Chair for the Education Committee.

7.5 Duties of the Recording Secretary

(a) The Recording Secretary shall be the recording officer of the Local.

(b) The Recording Secretary shall:

i. Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive meetings. These records must also include a copy of the full financial report (Executive Meetings) and the written financial report (membership meetings) presented by the treasurer. The record will also include Trustees' report. These records will be kept in the office and digitized for proper record keeping.

ii. Prepare the agenda for each meeting of the Executive Committee, and for each General Meeting, and shall ensure the production and transportation of adequate supplies of relevant supporting documentation for each such meeting, and the ordering of any other provisions designated by the Executive Committee.

iii. Maintain accurate records of the membership of the Local, including applications for membership, membership lists, be responsible for the Member Contact Information Report (MCIR) and the Employment Information report (EIR) and to update Labourware or any other grievance software that the local uses, and all other records which the Executive Committee or membership deem to be necessary. All records shall be kept–secured and password protected in the

Recording Secretary's Google Drive, which is shared with the President. Vice Presidents are permitted to access the EIR lists of their respective units. The Recording Secretary will share the EIRs in the Google Drive with Vice Presidents in their respective units.

iv. Maintain proper records of all correspondence (including e-mail) of the Local.

v. Procure necessary office supplies to maintain operational continuity.

vi. Record all amendments and/or additions in the bylaws and make certain that these are sent to the National President for approval prior to implementing.

vii. Book meeting rooms for Executive Committee Meetings, the Annual General Membership Meeting, and the General Membership Meetings, and purchase refreshments for the General Membership and Annual General Membership Meetings.

7.6 Duties of the Treasurer

(a) The Treasurer shall be the lead financial officer of the Local.

(b) The Treasurer shall:

i. Maintain the financial records of the Local, and shall ensure proper accounting for all receipts and disbursements;

ii. Keep a continuous record of all dues payments and any other assessments and shall ensure that all dues and assessments due to the Union are paid promptly. The Treasurer shall forward to the National Secretary-Treasurer, on the official monthly report forms provided, not later than the last day of each month, all financial obligations for the previous month owing to CUPE National;

iii. Promptly deposit all revenues in the form in which they are received in an appropriate account at a credit union or other chartered, government-insured financial institution, as the Executive may direct, in the name of the Local;

iv. Cause all bills authorized for payment by the Executive Committee and/or membership to be paid;

v. Report, in written form on the finances of the Local to the Executive Committee at each meeting of the executive, and to the membership at all general membership meetings and at the Annual General Meeting;

vi. Upon approval of the draft documents by the Executive Committee, and at the Annual General Meeting present a financial statement for the current fiscal year and a budget for the next fiscal year for adoption by the membership;

vii. 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 receive; and a detailed written report of all expenditures and disbursements of the funds of the Local;

viii. Ensure that the financial affairs of the Local are conducted in conformity with generally accepted accounting practices;

ix. 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;

x. Co -sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.

xi. The Treasurer, and all other Officers authorized to sign on behalf of the Local shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary Treasurer and distributed to all chartered organizations annually.

xii. Any Treasurer who cannot qualify for a bond shall immediately be disqualified from office and the Local shall proceed with the election of another Treasurer.

xiii. On behalf of the local union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorization, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters as well as records and supporting documents for all income received by the local union.

xiv. Co-chair the Bylaw, Policy, and Finance Committee.

xv. Be given preference to serve as a delegate to the Secretary-Treasurer’s Conference.

7.7 Duties of the Unit Lead Stewards

(a) The Lead Stewards of each unit shall oversee the handling and processing of all grievances in their unit and other related actions undertaken by the Local and/or its members to enforce the Collective Agreement. The Unit Lead Stewards and the President shall work together to ensure consistency in the filing of grievances.

(b) The Lead Steward of Unit 1 shall keep proper records of all grievances conducted by the Local to be maintained in the Local office.

(c) The Unit 1 Lead Steward shall be the chair of the Stewards Council.

(d) The Lead Stewards of each unit shall coordinate the training and activities of the Stewards with the Education Committee.

(e) The Unit 1 Lead Steward shall appoint another Steward to serve as Secretary thereto, ensuring that:

i. proper notice for all meetings of the Stewards Council is given;

ii. in consultation with the Recording Secretary of the Local, proper records of the

deliberations of the Stewards Council are maintained.

(f) The Unit 1 Lead Steward shall be the representative of the Executive to the Stewards Council, and shall:

i. report to the Executive Committee on all business conducted by the Stewards Council.

ii. report to the Stewards Council the activities of the Executive Committee relevant to the mandate of the Stewards Council.

7.8 Duties of the Outreach Officer

(a) The Outreach Officer shall be responsible for maintenance of the Local's website, for the compilation and publication of the Local newsletter, and other materials for the purpose of membership outreach.

(b) Assist in the organizing and ordering of promotional items.

(c) Create and/or facilitate social events for members and to engage in community building.

(d) Update and maintain the campus bulletin boards.

(e) The Membership Outreach Officer shall co-chair the Communications Committee and the Social Committee.

(f) Work with the Lead Stewards, the Stewards' Council, and the Vice Presidents, to mobilize members of all units.

(g) Sit on the equity committee and assist the equity officer with promoting equity issues within the Local.

7.9 Duties of the Equity Officer

(a) Ensure the work of the union is performed through an equity lens;

(b) Assist members in understanding their human rights under the Ontario Human Rights Code, Brock University's Respectful Work and Learning Environment Policy, the Collective Agreement, and any other relevant laws and policies;

(c) Attend grievance meetings and assist with grievances that relate to equity;

(d) Sit on the Equity Committee as a Co-chair, attend Equity Committee meetings, promote the Equity Committee's issues at the Executive Committee, and generally promote the Equity Committee and its work to the membership;

(e) Be given preference to attend as a delegate to the CUPE Ontario Human Rights and Racial Justice Conference;

(f) In collaboration with the Education Committee, arrange training on equity issues including providing anti-oppression training to the Executive Committee and the Stewards' Council;

(g) Assist members and the Executive Committee with all cases that go to Brock University's Office of Human Rights & Equity Services;

(h) Sit on the committees dealing with equity issues;

(i) Arrange, set up, and co-facilitate Equity Sub-Committees as needed and/or necessary including the Disability Committee, Pink Triangle Committee, Racialized Workers Committee, Women's Committee, Young Workers Committee, and Indigenous Committee so that all equity seeking workers are represented.

7.10 Duties of the Health and Safety Officers

(a) The membership shall elect one Health and Safety Officer to sit on the Executive Committee as a voting member, and one Deputy Health and Safety Officer. They shall attend all meetings of the executive and vote on Executive Committee decisions. The Deputy Health and Safety Officer may attend all meetings of the executive, and shall have the right to speak, but not to vote.

(b) The Health and Safety Officers shall act as a liaison between the Local and the University on health and safety issues, including recommendations.

(c) The Health and Safety Officers shall attend relevant training and development meetings and/or workshops to maintain competence in the event of changes to provincial legislation. Within three (3) months of election, the Health and Safety Officers will complete CUPE Health and Safety – An Introduction (Parts 1 and 2) or Workers Health and Safety Centre – Health and Safety Part 1. If there is no course available or if a scheduled course is cancelled, the Health & Safety Officers will be given additional time to enroll in the first available training course.

(d) The Health and Safety Officers shall perform such other duties as may be required by the Local and/or Executive Committee.

(e) The Health and Safety Officer shall attend health and safety-related grievances.

(f) The Health and Safety Officer and Deputy Health and Safety Officer shall sit on the university's joint Health and Safety Committee, and report to the Executive Committee and membership on the proceedings of these meetings, and any other health and safety concerns relevant to the membership. The Health and Safety Officers are appointed to the Joint Health and Safety Committee and serve at the pleasure of the Local Executive.

(g) In the event that the Local is entitled to greater representation on the employer's joint health and safety committee, the Local shall elect as many Health and Safety Officers to which it is entitled. Any additional Health and Safety Officers elected by the membership shall be appointed to the Joint Health and Safety Committee and serve at the pleasure of the Local Executive. Any new officer shall also become a Deputy Health and Safety Officer.

(h) The Health and Safety Officers shall co-chair the Local Health, Safety, and Wellness Committee and arrange for Health, Safety, and Wellness incentives, training, and education for the membership.

(i) The Health and Safety Officer shall be given preference to serve as a delegate at the Injured Workers Conference and any Health and Safety Conferences.

(j) The Health and Safety Officer and Deputy Health and Safety Officer shall also sit on the Benefits Committee.

7.11 Duties of Trustees

(a) The Local shall have three (3) Trustees, who shall be elected by the membership.

(b) Any member in good standing of the Local at the time of election may be elected to the office of Trustee, so long as the member does not hold any executive position in the local.

(c) The term of office for all Trustees is May 1 of the year in which their election takes place to April 30 of the third year following. There shall be one trustee elected each year. Where such election does not take place before April 30, a Trustee shall continue in office until such time as an election is held. Where a Trustee's position is vacant, an election shall be held at the general meeting subsequent to the position's being vacated. A trustee elected in a by-election shall serve the remainder of the term of the trustee whom they are replacing. The terms of office for Trustees shall be as laid down in Article B.2.4 of the CUPE National Constitution. No member who has been a signing officer for the Local Union is eligible to run for Trustee, until at least one full term of office has elapsed.

(d) The Trustees shall perform at least one audit of the Local's books per year and shall supervise the audit of the books of the Treasurer by the Local's auditors and shall exercise general supervision over the property of the Local. Audits should be performed before September 1st for the preceding year being audited.

(e) The Trustees shall report, in writing, to the next regular meeting of the Local on the condition of the funds and accounts, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the Local. They shall transmit a copy of such report to the National Secretary-Treasurer of CUPE.

(f) The Education Committee will arrange to provide pertinent training and education for the elected Trustees (LET - Trustee Orientation) within three months of election to position. If there is no course available or if a scheduled course is cancelled, the Trustees will be given additional time to enroll in the first available training course.

The Trustees shall:

i. Act as an auditing committee on behalf of the members and audit the book and accounts of the Treasurer, the Recording Secretary and the Standing Committees at least once every calendar year.

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

iii. Submit in writing to the President and Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's funds,

records and accounts are being maintained by the Treasurer in an organized, correct and proper manner.

iv. Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization.

v. Ensure that proper financial reports are made to the membership.

vi. Audit the record of attendance.

vii. 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 and report their findings to the membership.

viii. Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local membership along with a copy of their recommendations and/or concerns to the President and Treasurer and the Treasurer's response, to the National Secretary Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

(g) A Trustee shall receive $900 for out-of-pocket expenses for completion of an audit.

7.12 Election of the Officers

a) Election of the Executive Committee, Health and Safety Officer, and Trustees shall take place at the Annual General Meeting, and as otherwise provided herein.

Elections Committee

b) The membership shall elect three returning officers at the January General Membership Meeting to form the Elections Committee that will conduct the election for Officers. A Chair of the committee must be selected amongst the three elected returning officers. No candidate for a contested position or an officer may serve as returning officer.

c) The Executive Committee shall provide proper onboarding, training, and election orientation to the Elections Committee. The Elections Committee must have a clear understanding of the election process and timelines, the committee's email account and Google drive, and the mechanics of using the electronic voting system Simply Voting.

d) Members serving on the Elections Committee will receive $250 to cover out-of-pocket expenses.

Nominations

e) Nominations for positions on the Executive Committee and for the Trustees shall be open at the March General Membership meeting. Any member in good standing shall have the right to nominate any member in good standing for any position.

f) Nominations may be submitted to the Recording Secretary in writing, provided that the nomination is clearly signed by a nominator, and by the nominee in acceptance of the

nomination. 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 Recording Secretary prior to the March General Meeting.

g) Any member in good standing of the Local at the time of election may be nominated and elected to any position on the Executive Committee, except for the Vice-President positions and the Equity Officer.

h) In order to be nominated for election to the position of Vice President, the candidate must be a member of the unit they seek to represent.

   i. For Unit 1, candidates for the position of Vice-President Graduate Students must be enrolled in Graduate Studies at Brock University at the time of the election/appointment.

   ii. For Unit 1, candidates for the position of Vice President, Instructors must have worked as an instructor in Unit 1 in the last twelve (12) months.

   iii. Only members from the equity-seeking groups enumerated in Appendix B may be elected as the Equity Officer.

   iv. For the position of Lead Steward Unit 1, only members of Unit 1 may be nominated for election.

   v. For the position of Lead Steward Units 2 & 3, only members of Units 2 & 3 may be nominated for election. The election for Lead Steward Units 2 & 3 will be open to members of the opposite unit of the member elected for the Vice-President Units 2 & 3. Should no member of the opposite Unit be nominated, then all members of Units 2 & 3 may be nominated for election. Should a member be employed in both Units 2 and 3, that member may be able to stand as a member of both units.

   vi. For the position of Lead Steward Unit 4, only members of Unit 4 may be nominated for election.

i) At the March General Meeting, 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. The Chair shall call three times for nominations for each position. After a third call, and hearing no further nominations, the Chair shall declare nominations closed for that position. Upon the closing of nominations, the Chair shall ask each of the nominees if they will stand for election.

j) Where only one nomination is received for a position, and the member accepts nomination, they shall be declared elected by acclamation. Where more than one nomination is received, an election for that position shall be conducted.

Election Forum

k) The Election Forum will be facilitated by the Elections Committee.

l) Candidates will be given two minutes to speak to the membership at an Election Forum to be held no later than seven days following the March General Membership meeting.

m) Members may also provide an Election Flyer to be posted on the Union's website. The Election Flyer may include a photo of the nominee and/or a written statement not exceeding 300 words. The flyer must be submitted via email to the Elections Committee by the date of the Election Forum in order for it to be posted to the Local's website.

n) The Election Flyer must not violate existing bylaws and policies, including the Equality Statement and the Code of Conduct. The Elections Committee, with the assistance of the CUPE National Representative, will determine whether the material is suitable.

Electronic Voting

o) Voting shall take place through *Simply Voting* (or an equivalent secure electronic voting platform).

p) All members in good standing as of the day of the Elections Forum will be eligible to receive a ballot. The Elections Committee is responsible for ensuring that the names and email addresses of all members in good standing information have been uploaded into Simply Voting correctly so that they receive a ballot.

q) Voting will open twenty-four (24) hours after the Election Forum to allow the Elections Committee to prepare the electronic voting platform and have the Election Flyers posted to the website by the Outreach Officer. The voting shall close forty-eight (48) hours after the vote opens.

r) Each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will not be accepted in the electronic voting platform.

Election Results

s) A nominee with a majority of votes will be deemed successfully elected to that position. No candidate may be elected to any more than one (1) executive position at one time.

t) If a nominee is running for more than one position, the first successful majority vote for a position will be deemed successful and their name shall be removed from eligibility for the subsequent positions they are running for. The electronic ballots will be logged as follows:

1) President

2) Vice-President, Unit 1

3) Vice-President, Graduate Students

4) Vice-President, Unit 1 Instructors

5) Vice-President, Units 2 & 3

6) Vice -President, Unit 4

7) Treasurer

8) Lead Steward, Unit 1

9) Lead Steward, Units 2 & 3

10) Lead Steward, Unit 4

11) Recording Secretary

12) Outreach Officer

13) Equity Officer

14) Health & Safety Officer

15) Deputy Health & Safety Officer

16) Trustee (s)

17) Delegates to Councils, Conferences, and Conventions

u) The Election results will be announced by the Elections Committee and ratified by members at the Annual General Meeting. The Elections Committee will provide the membership with a copy of the certified election results that the electronic voting platform provides.

v) Where positions remain unfilled after the Annual General Meeting, by-elections for the vacant positions shall be held in General Membership Meetings.

7.13 Vacancies

(a) Should any member of the Executive Committee, or any Steward or Trustee resign the Executive Committee shall declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article. Should a member resign their position, it cannot be retracted once submitted.

(b) Should any member of the Executive Committee fail to attend three consecutive Executive meetings or three consecutive Membership Meetings without a good and sufficient reason for their absence, the Executive Committee may declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in the Vacancy provisions.

(c) Should any elected member of the bargaining committee miss three consecutive bargaining committee meetings without a good and sufficient reason, the Executive Committee, on the advice of the Bargaining Committee Chair, may declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in the Vacancy provisions.

(d) The Executive Committee may appoint one of its members or another member in good standing to fill vacant positions pro tem until such time as a membership meeting can be called.

i. For the purposes of 7.13 (b), pro tem appointments do not include Department Stewards or Trustees.

(e) Should any Steward miss three consecutive Stewards Council meetings, or three consecutive membership meetings without a good and sufficient reason for their absence, the Executive Committee, on the advice of the Lead Steward, may declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this article.

(f) A Department Steward position shall be declared vacant if a petition signed by two- thirds (2/3) of the membership of the department is presented to the Lead Steward.

(g) Should any Additional Steward miss three consecutive Stewards Council meetings without a good and sufficient reason for their absence, the Executive Committee, on the advice of the Lead Steward, may declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this article.

(h) Should any Trustee resign or otherwise leave office, the Executive Committee shall declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.

7.14 Executive and Steward Expenses

(a) The positions of President, Vice Presidents, Lead Stewards, Treasurer, Recording Secretary, Equity Officer, Health and Safety Officer and Outreach Officer shall be provided $700 per month to cover out-of-pocket expenses associated with their positions. If any executive member is on a paid book off, they should not receive this additional expense payment.

(b) Each Steward shall be provided $100 per month to cover out-of-pocket expenses associated with their positions~~.~~ with the exception of Department Stewards who shall be provided $50 per month to cover out-of-pocket expenses associated with their positions.

## ARTICLE 8 - STEWARDS

(a) The members shall be entitled to elect stewards as follows:

i. Department Stewards (Unit 1): one (1) steward for each Academic Department or Centre in which Unit 1 members typically work. The following Academic Departments shall be entitled to elect up to two (2) stewards: Psychology, Kinesiology, Health Sciences, Child and Youth Studies, and Biological Sciences.

ii. Stewards (Unit 1): one (1) Instructor Steward and one (1) International Steward.

iii. Unit Steward (Unit 2 and Unit 3): one steward to represent members of Unit 2 and 3.

iv. Unit Steward (Unit 4): one steward to represent members of Unit 4.

(b) The election process in 8.1.1 shall apply to Unit Stewards, the Instructor Steward, and the International Steward only.

(c) The election process in 8.1.2 shall apply to Department Stewards.

8.1.1 Election of Stewards

(a) Stewards shall be elected at the General Membership Meeting in November and shall serve a term beginning December 1 in the year of the election, and ending on November 30 the following year.

(b) Elections for Stewards shall be done in the same manner as for the Executive Council, Trustees, and Delegates, as laid out in Article 7. The list of Stewards and order of nominations and elections is found in “Appendix D – Stewards”.

(c) A separate election shall be held for each steward position.

i. For the Instructor Steward and International Steward, only members from Unit 1 shall be eligible to be elected. Where only one nomination is received and the nominee has agreed to stand for the position, the member nominated shall be declared elected by acclamation. Where more than one nomination is received and accepted, an election for that position shall be conducted.

ii. For the Unit 2 and 3 steward, only members from Unit 2 Unit 3 shall be eligible to be elected. Where only one nomination is received and the nominee has agreed to stand for the position, the member nominated shall be declared elected by acclamation. Where more than one nomination is received and accepted, an election for that position shall be conducted. Where, for any reason, the members fail to elect a Steward, the Executive Committee shall have the power to appoint the Steward.

iii. For the Unit 4 steward, only members from Unit 4 shall be eligible to be elected. Where only one nomination is received and the nominee has agreed to stand for the position, the member nominated shall be declared elected by acclamation. Where more than one nomination is received and accepted, an election for that position shall be conducted.

8.1.2 Election of Department Stewards

(a) Department Stewards must work in a department or have held a contract in that department in the previous 12 months. Any member in good standing may become a Department Steward, and Faculty Stewards in Unit 1 must identify as a Department Steward.

8.2 Duties of Stewards

(a) Department Stewards shall:

i. Recruit and organize members in their departments and encourage them to become active in the Local.

ii. Act as representatives of the Local to the employees in their departments.

iii. Serve as the liaison between the members they represent, their Lead

Steward~~,~~ and Vice-President.

iv. Advise the members of the departments about matters involving the Collective Agreement.

v. Organize the members to attend GMMs and other Local events.

vi. Distribute information of the Local.

vii. Attend Stewards Council meetings monthly to report on any issues and findings from their work in the departments.

viii. Where appropriate, process the grievances of the members in their departments and represent their members in grievance meetings.

ix. Submit monthly written reports to the Stewards Council to report on their activities since the previous meeting. Stewards must submit reports to at least 50% of the Stewards' Council meetings called to receive out-of-pocket expenses.

(b) Unit Stewards shall:

i. Perform all duties of Department Stewards as set out in 8.2.

ii. Attend all Stewards Council and Grievance Committee meetings.

iii. Where applicable, liaise with Department Stewards to ensure they have the training and supports to perform their duties.

iv. Report on their work to the Lead Steward of their unit and, as appropriate, their respective Vice President(s).

v. Perform notetaking duties for Grievances, Disciplinary Hearings, and Arbitrations as requested.

(c) The Instructor and International Stewards shall:

i. Act as representatives of the Local on issues pertaining to the group that they represent.

ii. Collect information and report to the Stewards Council regarding issues facing the groups that they represent.

iii. Maintain contact and inform members of groups that they represent of Collective Agreement and workplace issues.

iv. Attend all Stewards Council and Grievance Committee meetings.

8.3 The Stewards Council

There shall be a Stewards Council, the voting membership of which shall consist of all Stewards. The Unit 1 Lead Steward shall prepare the agenda for and preside over all

meetings of the Stewards Council.

(a) The Stewards Council shall meet at least once each month. The Executive may direct the Unit 1 Lead Steward to call a meeting of the Council at any time. Each Steward is entitled to at least five (5) working days' notice of the date, time and location of any meeting of the Council.

(b) Quorum for the Stewards Council shall be 50% of stewards, and at least two Lead Stewards.

8.4 Grievance Committee

(a) The Stewards Council shall be the Grievance Committee of the Local; as such, it shall be responsible for ensuring that the Employer complies with the collective agreement, advise and assist the Lead Stewards in matters involving grievances and grievance policy, coordinate the processing of grievances, and make recommendations to the Executive regarding arbitration of grievances and/or continued carriage of grievances.

(b) Discussion of grievance-related matters in the Stewards Council shall be in-camera. For good and just reason, the Council may request the participation of others, such as appropriate Local staff, legal counsel, witnesses, etc.

(c) Each Steward shall hold in strict confidence all information pertaining to any complaint or grievance. They shall reveal such information only to the Lead Stewards, the CUPE Staff Representative, Local legal counsel, or to the Stewards' Council when the Council is in session.

(d) Grievance reports shall be presented to the Executive, the membership, and the CUPE National Representative.

## ARTICLE 9 - COMMITTEES

9.1 In addition to any Committees established by these by-laws, the Executive, Stewards' Council, and/or membership may strike such committees as are considered appropriate for the needs and purposes of the Local.

9.2 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. Committees shall act in accordance with Article 4.1(d) of these by-laws.

9.3 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.

9.4 All committees of the Local excluding the Health and Safety committee shall be responsible for electing a co-chair and maintaining proper records of their deliberations. All Committee Meeting Minutes must be sent to or shared with the Recording Secretary for archiving in the Local's Google Drive, and/or saved in the Committee Chair's Google Drive for the Local.

9.5 The following shall be considered Standing Committees of the Local. A general description of the committees can be found in the Appendix C to these bylaws:

a) Stewards' Council

b) Equity

c) Bylaw, Policy, and Finance

d) Communications

e) Social

f) Education

g) Political Action and International Solidarity

h) Organizing

i) Health, Safety, and Wellness

j) Environmental Justice Committee

9.6 Each committee aside from the Stewards' Council and the Health, Safety, and Wellness Committee, shall consist of three permanent members. These members shall consist of two co- chairs and a third member at large. Unless stipulated in Article 7, the co-chairs and the member at large shall be elected at the first regularly scheduled meeting of the committee after May 1st, and the members shall serve until April 30th of the following year. If there is a vacancy, a by-election shall be done at the first scheduled meeting, provided that notice of the election is given with at least seven (7) days' notice. For the purpose of quorum, a majority of the permanent members will constitute quorum. All committees may be attended by any member in good standing with voice and vote. Meetings of the committees need to be provided with 14 days' notice.

9.7 It shall be understood that all bargaining unit-specific meetings that are not otherwise identified in these bylaws shall be deemed a meeting of an ad-hoc committee of the membership struck for the sole purpose of addressing a bargaining unit-specific issue or issues.

a) This ad-hoc committee of the membership must be open to all members; however, only bargaining unit members of the unit-specific issue(s) covered shall have the right to vote on the decisions of the committee.

b) The decision to hold a bargaining unit-specific meeting shall be made by the Executive or General Membership, and scheduling of the meeting shall be advised by the Unit Vice-President and/or members of the bargaining unit in attendance at the meeting.

c) Seven (7) days' notice of the meeting must be provided in writing.

9.8 The Executive Committee, the General Membership, or Standing Committees may also strike ad-hoc committees that are only open to particular members, provided that the reason is not meant to exclude individuals that are not from that particular group. For example, a Unit 1 Instructors meeting will only be open to Unit 1 Instructors or a meeting of members in a particular unit or department are only open to members that are employed in that unit

or department.

9.9 Benefits Committee

a) The Benefits Committee shall be deemed the Trustee the responsible party for any health benefit program(s) belonging to CUPE 4207.

b) The Benefits Committee shall be responsible for all administrative functions of any health benefit program of CUPE 4207 from moneys received directly from the Employer to CUPE 4207.

c) The Committee shall consist of ex-officio members (President or Designate from the Executive, Treasurer or Designate from the Executive, and Health & Safety Officer or Designate from the Executive), the Chair (as determined in (d) and (f)), and members who are elected at the Annual Meeting.

d) At the first meeting held during the fiscal year (May 1-April 30), which shall be called by an ex-officio member, the Committee shall choose a chair whose responsibilities include:

i. liaising with the benefits provider on all matters;

ii. calling all subsequent meetings of the Benefits Committee;

iii. ensuring all proper invoicing is received to the Treasurer and remitted to the benefits provider

iv. oversee the balancing of membership requests with financial resources available as defined in (b) for health benefits.

e) The Chair shall receive $150 on (October 31 and April 30) to cover out-of-pocket expenses.

f) The Chair may be any member in good standing of CUPE 4207.

g) Should any decision of the General Membership be made regarding a health benefit program within the scope of the Benefits Committee's mandate, the Benefits Committee must determine whether there are available funds to administer this request without putting the future of the benefit program in question at risk. If it is determined that there are financial risks that may occur from a decision of the General Membership, any moneys used to enact that decision must come from CUPE 4207 accounts that are not related to the health benefits.

## ARTICLE 10 - DUES AND ASSESSMENTS

10.1 Union Dues: Each member of the Local shall pay union dues of two-point-five percent (2.5%) or as are determined from time to time by the Executive and approved by the membership in a properly constituted meeting. When the per capita dues are increased by a National Convention vote then the above dues amount shall be increased by the same amount. The regular monthly dues shall be established or altered by the Local only at regular or special membership meetings, provided that at least seven (7) days' notice at a previous meeting, or at least sixty (60) days' written notice has been given.

10.2 Special Assessments:

(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 Union Constitution.

(b) Where the Executive believes a special assessment is required, it shall give its reasons to, and obtain approval from, a general meeting called for that purpose.

(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 Defense and Strike Fund.

(d) No assessment of any kind 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 membership meeting called for that purpose in the manner herein prescribed and has been approved by the National President.

(e) Notice in writing shall be given to each member in good standing of such a meeting not later than five (5) days in advance of such a meeting.

(f) Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

10.3 Initiation Fees

Each member shall pay a two dollars ($2) initiation fee upon taking employment in the Bargaining Unit. This fee shall be deducted from the member's first pay. If their membership in the Local lapses (as per Article 5.2), a readmission fee in the amount of two dollars ($2) shall be paid upon re-entry into the bargaining unit.

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

10.5 Local Defense and Strike Fund

(a) It shall be understood that at least $750 000 of Term Deposits shall be allocated to the Local Defense and Strike Fund. In the budget presented at the AGM, the membership shall approve the exact amount of the strike fund.

(b) In the event that the funds available for the Local Defense and Strike Fund are less than the $750 000, the Union shall be empowered to use Special Assessments in accordance with these bylaws.

(c) It is understood that the Local Defense and Strike Fund shall be available for use when any bargaining unit has a mandate to strike following a Strike Vote.

## ARTICLE 11 - NEGOTIATION OF COLLECTIVE AGREEMENTS

11.1 Bargaining Committee

(a) The Bargaining Committee for Unit 1 shall consist of six members elected at a General Membership Meeting, as well as the President of the Local. The CUPE National Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

(b) There shall be a member of the Unit 1 bargaining committee who is both a graduate student of Brock University and member of CUPE 4207. If there is no graduate student bargaining committee member and there is no alternate to replace them who can become a graduate student bargaining committee member, then an election shall be called pursuant to the bylaws.

(c) There shall be a member of the Unit 1 bargaining committee who is an Instructor at Brock University and member of CUPE 4207. If there is no Instructor bargaining committee member and there is no alternate to replace them who can become an Instructor bargaining committee member, then an election shall be called pursuant to the bylaws.

(d) The Bargaining Committee for Unit 2 shall consist of one member elected at a General Membership Meeting, as well as the President of the Local. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership. Only members in good standing of Unit 2 shall be eligible to run for these positions.

(e) The Bargaining Committee for Unit 3 shall consist of three members elected at a General Membership Meeting, as well as the President of the Local. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership. Only members in good standing of Unit 3 shall be eligible to run for these positions.

(f) The Bargaining Committee for Unit 4 shall consist of three members elected at a General Membership Meeting, as well as the President of the Local. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership. Only members in good standing of Unit 4 shall be eligible to run for these positions.

The elected members shall be elected at a general meeting not later than nine (9) calendar months previous to the expiration of any Collective Agreement.

(g) Only members of the unit may participate in the election of bargaining members for said unit. For the purpose of clarity, only members of Unit 1 are eligible to vote for members of the Unit 1 bargaining committee.

11.2 Development and Approval of Proposals: The Bargaining Committee shall develop and present bargaining proposals to the membership for approval. The Bargaining Committee shall hold meetings at least once per month to discuss bargaining proposals.

11.3 Responsibilities of the Bargaining Committee: The Bargaining Committee is responsible for bargaining with representatives of the Employer. The Bargaining Committee will also make recommendations to the Executive Committee regarding application for conciliation and mediation, the timing of strike votes, and the nature of strike action. The Bargaining Committee will report regularly to the membership, Stewards' Council and to the Executive. The Bargaining Committee members shall receive book-off when requested in order to perform the duties of the Bargaining Committee.

11.4 Ratification: In the event that the Bargaining Committee tentatively accepts a Collective Agreement, it shall be presented to the membership for ratification at a special membership meeting to be held with at least 24 hours' notice. Only members of Unit 1 shall be eligible to vote in a ratification vote for the Unit 1 collective agreement. Only members of Unit 2 shall be eligible to vote in a ratification vote for the Unit 2 collective agreement. Only members of Unit 3 shall be eligible to vote in a ratification vote for the Unit 3 collective agreement. Only members of Unit 4 shall be eligible to vote in a ratification vote for the Unit 4 collective agreement.

11.5 Signing Authority: Any Collective Agreement entered into on behalf of the Local shall be signed by the Bargaining Committee.

11.6 Bargaining Committee Expenses:

(a) Each member of the Bargaining Committee shall be paid $400 each month to cover out-of-pocket expenses, beginning in the month in which the committee is elected and ending in the month in which bargaining ends.

11.7 Bargaining Committee Training: Following the election of the bargaining committee, but before notice to bargain is provided, the union shall arrange for in-house CUPE Education on "preparing to bargain," "bargaining skills," and "note-taking." All members of the bargaining committee shall be required to attend these training sessions.

11.8 Bargaining Support Committee

(a) At least three (3) months before the Local is undertaking bargaining for the renewal of a Collective Agreement, the Executive shall strike a Bargaining Support Committee and shall appoint an Executive member to Chair that committee. In the event that a successful strike vote is held per Article 13, the Bargaining Support Committee shall become the Strike Committee.

(b) In addition to the chair, the Bargaining Support Committee shall consist of four (4) Elected members of the membership, and all units that are to be in bargaining must have the opportunity to have at least one (1) member elected to the position. The election shall occur at a General Membership Meeting. All members are welcome to participate in the Bargaining Support Committee, though only members who are elected shall be deemed to have voting rights. The Bargaining Support Committee may opt to use other democratic decision-making models at their meetings with the consensus of all Bargaining Support Committee members.

(c) The Bargaining Support Committee shall be responsible for:

i. Holding regular meetings (at least once per month) to discuss bargaining mobilization-related concerns;

ii. Organizing among the membership, the University, and the community in support of the Local's aims in bargaining;

iii. Producing resource guides, forms, protocols, and procurement strategies that may be referred to by a Strike Committee, and;

iv. Coordinating the production of communiques and releases with the Membership Outreach Officer, Bargaining Committee(s), and Executive Committee.

(d) The Bargaining Support Committee members shall receive book-off when requested in order to perform the duties of the Bargaining Support Committee.

## ARTICLE 12 - STRIKE VOTES

12.1 Where the Executive decides to conduct a strike vote, a membership meeting shall be called and notice shall be sent in accordance with Article 6. Such notice shall include a statement from the Executive explaining the reasons for the recommendation for a strike vote. Only members of Unit 1 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 1 collective agreement. Only members of Unit 2 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 2 collective agreement. Only members of Unit 3 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 3 collective agreement. Only members of Unit 4 shall be entitled to cast a ballot in a vote involving bargaining for the Unit 4 collective agreement.

12.2 The membership meeting shall deal only with issues surrounding the strike vote, and no other business shall be conducted.

12.3 Upon adjournment of the meeting, the polls shall open and electronic voting shall begin using Simply Voting. Polls shall remain open until 7:00 p.m. the following day.

12.4 The decision shall be communicated to the membership within one working day of the ballots being counted. A certified copy of the results from the electronic voting platform will be provided to the membership.

12.5 The conduct of any strike vote shall conform to all relevant legislation.

## ARTICLE 13 - STRIKES

(a) A strike vote shall be carried out in the manner prescribed in Article 13 of these bylaws.

(b) In the event of a successful strike vote, a Strike Committee shall be struck consisting of members of the Bargaining Support Committee, members of the Executive, members of the Bargaining Committee(s), Stewards, and any interested General Members.

Subcommittees of the Strike Committee shall include but not limited to the Strike Policy, Finance, Food and Acquisitions, Strike Headquarters/Off-Campus Space, Transportation,

and Ways and Means/Childcare.

(c) Book-off shall be available to all members of the Strike Committee to execute the functions of the committee.

(d) Where a decision to strike has been decided by the membership, and so ordered, every member shall make efforts to support the strike in a sincere and conscientious manner.

(e) The Local's strike policy as approved by the general membership shall be available at all times in the union office and shall be distributed to all members before the commencement of a strike.

(f) Such policy can only be amended in accordance with Article 20: Policies of these Bylaws.

(g) Every member shall conform with the strike policy of the Local.

(h) Every member shall comply with the directions and/or instruction issued by the Executive Committee during the period of the strike.

(i) Strike Headquarters shall be wheelchair accessible. All subcommittees of the Strike Committee shall be allowed to use the Strike Headquarters.

## ARTICLE 14 - EXPENSES

14.1 Members of the Local delegated to attend overnight seminars, conferences, conventions, or any other approved business shall receive a per diem of ninety dollars ($90) per day, greater than three hours, including travel time, for expenses; members shall receive a per diem of forty- five dollars and fifty cents ($45) per day for meetings and travel time less than three hours in one day. The rates above will be reduced as follows when meals are provided at a meeting: breakfast provided, deduct twenty dollars ($20); lunch provided, deduct twenty-five dollars ($25); supper provided, deduct forty dollars ($40). Members with special dietary considerations may opt to receive a full per diem, in order to accommodate their needs. Where feasible and amenable, double room accommodations for two or more delegated members from the Local sharing a room together or, where not feasible nor amenable, single room accommodations; plus cost of designated travel – including cab or bus fare to and from airport or train station to hotel accommodation or, when driving, reimbursement for kilometers travelled paid at the Canada Revenue Agency rate, and on-site parking charges; plus lost wages and benefits if any.

14.2 Gas allowance on Union business is to be reimbursed at the Canada Revenue Agency rate in kilometers travelled.

14.3 Any member presenting a bill for out-of-pocket expenses, while conducting Union business, shall present in writing an itemized account and receipts of such expenses to the Treasurer of the Local. Their submission of expenses for reimbursement must be reviewed by a member of the Executive Committee before any reimbursement can be paid.

14.4 Delegates to conventions of CUPE National and The Ontario Division of CUPE shall be empowered to spend up to $2000 for the purpose of support to striking locals, personal appeals recognized by the convention, and other bona fide emergencies recognized by the convention, so long as at least one signing authority of the local is present at said convention

and agrees to the expenditure.

## ARTICLE 15 - AFFILIATIONS

15.1 In addition to the Canadian Labour Congress, the Local shall be affiliated to the Ontario Division of CUPE, the Niagara District CUPE Council, the Ontario Federation of Labour and the Niagara Regional Labour Council.

15.2 Election of Delegates to conventions/ conferences shall be held at a regular General Membership Meeting. A plurality of votes shall determine the election results. If a member in good standing of the Local holds an elected position on the executive of CUPE National, The Ontario Division of CUPE, The Ontario Federation of Labour, or The Canadian Labour Congress, they shall act as delegate to the convention or conference without having to run for election.

15.3 In the event that a full slate of delegates is not elected, the Executive may appoint members to serve as delegates.

15.4 Elections for delegates to the Niagara District CUPE Council, and the Niagara District Labour Council will be held at the March General Membership Meeting. If a member in good standing of the Local holds an elected position on the executive of either of these councils, he or she shall continue as the Local's delegate until such time as they no longer hold such position.

15.5 The Ontario University Workers Coordinating Committee (OUWCC) Campus Representative shall be elected in accordance with the Constitution and Bylaws of the OUWCC. Should the Campus Representative come from this local, the Campus Representative shall attend all meetings of the OUWCC and regularly report on the Committee's activities to the Local and will have preference to attend the OUWCC Conference and the CUPE National Sector Conference.

15.6 Should a delegate to the Niagara Regional CUPE Council**,** or the Niagara Regional Labour Council fail to attend two of the last three meetings of the Council without a reason acceptable to the Executive Committee for her or his absence, the Executive Committee may declare their position to be vacant, and it shall be filled at the next membership meeting, in the manner outlined in this Article.

15.7 Should a Member sit on a Provincial or National committee for which the Local is affiliated to, that Member shall be entitled to time off to perform the functions necessary for the committee. The Member shall be entitled to attend, as a Delegate of the Local, conferences associated with the committee, conferences to get re-elected to the position, as well as the Provincial or National convention for which the committee is affiliated to. The Member shall regularly report on the Committee's activities to the Local.

## ARTICLE 16 - AMENDMENTS TO THESE BY-LAWS

(a) These by-laws are always subordinate to the CUPE Constitution. In the event of any conflict between these by-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(b) Amendments, changes to these by-laws must be given either at a previous meeting (with at least seven (7) days in advance of the vote on the amendments) or if notice is in written form, sixty (60) days written notice.

(c) These by-laws shall not be amended, added to, or suspended except upon a 2/3 majority of those present.

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

## ARTICLE 17 - POLICIES

a) Policies may be created for the purpose of instructing elected members on the organizational practices of the local but remain subject to these bylaws.

b) Policies created by the Executive may be amended, removed, suspended, or added at Executive Committee Meetings or General Membership Meetings;

c) Policies created by the General Membership may be amended, removed, suspended, or added at General Membership Meetings.

d) Policies of Committees of the Local may be created within the committees and used for their operations but are subordinate to other policies and the CUPE 4207 bylaws and the CUPE Constitution.

e) The threshold for amending, removing, suspending, or adding policies shall be a 2/3 majority from a motion to reconsider, which may be brought forward by any member, no notice of motion shall be required.

## ARTICLE 18 - RETIREE'S COMMITTEE

a) The Retirees Committee is a subsidiary network of Local 4207. The participants are former bargaining unit members. These participants may provide feedback to union business and assist the union in its activism.

b) Members reaching retirement age or becoming incapacitated, whether in receipt of a pension or not, and providing they are in good standing in the Union, can, on leaving employment, make application to the National Secretary-Treasurer of the Union for an Honorary Retiring Card. The application for an Honorary Retiring Card shall be voted on at a regular meeting of the Union and if passed as favourable, the National Secretary Treasurer shall issue the Honorary Retiring Card.

c) A member possessing an Honorary Retiring Card shall be entitled to attend General Membership meetings of the Union with voice but no vote. A retired member's attendance does not count toward the Local 4207 quorum criteria.

d) A Retirees Committee shall be established. The Retirees Committee will develop their own terms of reference for their committee as well as their own strategic plan and annual work plans as determined by their committee co-chair(s). The Retirees Committee shall elect a retiree representative.

e) The retiree representative will have a position on the Local's executive to provide input and to gather information to report back to the Committee. The retiree representative will have voice but will have no vote. Retirees will not receive the bargaining-unit member based executive honorarium. f) The Local will cover the costs of registration for one retiree to attend conferences and conventions for which the Local is affiliated. All other expenses will be at the cost of the retiree. All other retirees who attend conferences and conventions must do so at their own expense. There is no limit to the number of retirees who can attend a given conference or convention; however, retirees will have observer status only.

g) The retirees will be responsible for their own activities including mileage, lodging, fees, and attendance at any educational, social or union-related activities including the Local's membership meetings. The retirees may request some money through the Executive Board for activities which would be of benefit to the Local.

h) This by-law will be reviewed by at least one representative from the union Executive and one member of the Retirees Committee when the Retirees Committee wishes to amend the relationship of the Retirees Committee with the Local or other levels of CUPE before going to the Membership for approval.

## ARTICLE 19 - ENACTMENT

These by-laws shall supersede any previous by-laws and shall remain in effect until revisions are authorized by the National President of CUPE.

18.1 On November 19, 2024, these by-laws 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.

18.2 Upon approval, these by-laws were enacted and replaced any previous by-laws.

## APPENDIX “A” RULES OF ORDER

1) The President or, in their absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in their absence a President pro-tem shall be chosen by the local.

2) No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than two minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to five minutes, except with the consent of the meeting.

3) The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: “Is the Local ready for the question?” Should no member request to speak, the question shall then be put.

4) A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must indicate and be recognized by the chair.

5) A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.

6) On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.

7) All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.

8) At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.

9) Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.

10) When a member wishes to speak on a question or to make a motion, they shall request to speak and respectfully address the presiding officer, but except to state that they are making a point of order or on a question of privilege, they shall not proceed further until recognized by the chair.

11) When two or more members request to speak at the same time, the presiding officer shall decide which one is entitled to the floor.

12) Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.

13) If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order, they may again proceed.

14) No religious discussion shall be permitted.

15) The President shall take no part in debate while presiding but may yield the chair to the Vice President in order to speak on any question before the Local, or to introduce a new question.

16) The presiding officer shall have the same rights as other members to vote on any question.

17) When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.

18) A motion for the previous question, when regularly moved and seconded, shall be put in this form: “Shall the main question be now put?” If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.

19) A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.

20) A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.

21) After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken, and the Secretary shall count same.

22) If any member wishes to challenge (appeal) a decision of the chair, she or he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for their challenge. The Chairperson may then state briefly the basis for their decision, following which the Chairperson shall immediately and without debate put the question: “Shall the decision of the chair be sustained?” A majority vote shall decide except that in the event of a tie the chair is sustained.

23) After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.

24) No member shall enter or leave a meeting during the taking of a vote.

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

## APPENDIX “B” – ENUMERATED EQUITY-SEEKING GROUPS

1) The following groups are recognized as “equity-seeking” (in no particular order):

   (a) Racialized Workers;

   (b) Women;

   (c) Indigenous, Aboriginals, First Nations, Métis, Inuit;

   (d) Two-Spirited, Lesbians, Gays, Bisexuals, Trans folks, Queer, Questioning, Intersex, and Asexual Folks (2SLGBTQQIA);

   (e) Workers with Disabilities.

2) Only members who self-identify as belonging to one (1) or more of these enumerated groups shall be eligible to stand for election to the position of Equity Officer. In the event that the position is vacated or otherwise unfilled, the Executive Committee may appoint any member in good standing to fill the position pro tem until such time as a membership meeting can be called and a by-election held.

## APPENDIX "C" – COMMITTEE DESCRIPTIONS

### STEWARDS COUNCIL

The Stewards' Council shall be comprised of the Stewards and Departmental Stewards. The committee is responsible for mobilizing and organizing members, bringing member issues forward, engaging in union campaigns and initiatives, formally supporting the bargaining committees, and, with the assistance of the Chief Stewards and the Grievance Committee, ensure that grievances are researched and filed.

### EQUITY COMMITTEE

The Equity Committee is responsible for ensuring that the work of the local is done through an equity lens. The committee is tasked with organizing education, planning equity-related events, working with allies on and off campus, and to assist in creating content for the local's social media platforms, website, and emails to members.

### BYLAW, POLICY, AND FINANCE COMMITTEE

The Bylaw, Policy, and Finance Committee is responsible for holding discussions on new bylaw and policy initiatives, as well as assisting the Treasurer in carrying out their duties. The committee will also be called on from either the General Membership or the Executive Committee to draft bylaw amendments or policies.

### COMMUNICATIONS COMMITTEE

The Communications Committee is responsible for ensuring the work of communications with members is done, and to provide support for outreach initiatives.

### SOCIAL COMMITTEE

The Social Committee is responsible for organizing socials of the local, including planning and advertising the events.

### EDUCATION COMMITTEE

The Education Committee is responsible for organizing and/or connecting members with educational opportunities.

### POLITICAL ACTION AND INTERNATIONAL SOLIDARITY COMMITTEE

The Political Action committee meets to discuss political issues that impact our members and proposing campaigns to the local. The committee is also responsible for holding education opportunities for members.

### ORGANIZING COMMITTEE

The Organizing Committee is called to assist in organizing non-unionized workers at Brock, in conjunction with the Union's Organizing Department.

### HEALTH, SAFETY, AND WELLNESS COMMITTEE

The Health, Safety, and Wellness Committee seeks to advance issues of Health and Safety amongst members through raising awareness, launching campaigns, engaging with members, and holding educational talks.

## ENVIRONMENTAL JUSTICE COMMITTEE

The Environmental Justice Committee is responsible for raising issues related to climate change and environmental justice to the membership, including working with other committees to assist in advancing the work of the local through the lens of environmental justice.

## APPENDIX “D” – STEWARDS

List of Stewards (excluding Lead Stewards for Unit 1, Unit 2/3, and Unit 4):

Unit 2 & Unit 3 Steward
Unit 4 Steward
Instructor Steward
International Steward
Applied Disability Studies Steward
Applied Linguistics Steward
Biological Sciences Steward
Business Steward
Canadian Studies Steward
Chemistry Steward
Child and Youth Studies
Classics and Archaeology Steward
Communication, Pop Culture and Film Steward
Computer Science Steward
Criminology Steward
Digital Humanities Steward
Dramatic Arts Steward
Earth Sciences Steward
Economics Steward
Education Steward
Engineering Steward
English Language and Literature Steward
Geography & Tourism Studies Steward
Health Sciences Steward
History Steward
Kinesiology Steward
Labour Studies Steward
Mathematics and Statistics Steward
Modern Languages, Literatures and Cultures Steward
Music Steward
Neuroscience Steward
Nursing Steward
Physical Education Steward
Physics Steward
Oenology and Viticulture Steward
Political Science Steward
Philosophy Steward
Psychology Steward
Recreation and Leisure Studies Steward
Sociology Steward
Sports Management Steward
Visual Arts Steward
Women’s and Gender Studies Steward

## APPENDIX "E" – CODE OF CONDUCT

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

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

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

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

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

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

Harassment is objectionable behaviour which may include actions, language, gestures, and/or

written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or person's mental and/or physical well-being.

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

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

2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.

3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.

4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation, and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.

5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.

6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.

8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.

9. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.

10. For events organized by CUPE National, the National President shall determine if further

remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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

All chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.