



Local 685 Bylaws

Enacted as of January 15, 2025

Local 685 Bylaws

Ontario Public Service Employees Union/
Syndicat des employés de la fonction
publique de l'Ontario

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Article 1 NAME

- 1.1** This organisation shall be known as the Ontario Public Service Employees Union/Syndicat des employés de la fonction publique de l'Ontario [(OPSEU/SEFPO) Local 685 and it shall be a *multi-unit* local of employees eligible for membership in OPSEU/SEFPO who work at *Algoma University, Ontario including all its campuses. The two units in this Local are the Full Time (FT) Unit and the Part Time (PT) Unit.*

Article 2 AIMS AND PURPOSES

- 2.1** The aims and purposes of the Union shall be:
- a) To regulate labour relations between the Members and their employers and managers, said labour relations to include the scope of negotiation, collective bargaining, the enforcement of collective agreements and health and safety standards, and the safeguarding of human rights;
 - b) To organise, sign to membership, and represent employees in Ontario;
 - c) To advance the common interests, economic, social and political, of the Members and of all public employees, wherever possible, by all appropriate means;
 - d) To bring about improvements in the wages and working conditions of the membership, including the right of equal pay for work of equal value;
 - e) To work for and defend members to ensure that our workplaces are safe and free from harassment and discrimination;
 - f) To promote and defend the right to strike;
 - g) To promote full employment and an equitable distribution of wealth within Canada and the international society;
 - h) To cooperate with labour unions and other organisations with similar objectives in strengthening the Canadian labour union movement as a means towards advancing the interests and improving the well-being of workers generally in Canada and internationally;
 - i) To promote justice, equality, and efficiency in services to the public;
 - j) To strengthen, by precept and example, democratic principles and practices both in the Canadian labour union movement and in all manner of institutions, organisations, and governments in Canada and internationally.
 - k) To promote academic freedom and to advance teaching, scholarship, and research at Algoma University; to advance intellectual and social development and the betterment of society; to foster a working environment that enables members to be successful in their work lives at the Institution.
 - l) The Local affirms the importance of collective bargaining in advancing the standards of the profession, protecting academic freedom and collegial governance, advancing policies and practices that secure equity in employment, promoting the interests of Full Time and, Part time contract academic staff, as well as contributing to the

improvement of the quality of post-secondary education in Canada.

- m) to provide a common field for the mutual exchange of ideas between the Union Local and the broader University communities, as well as the general public;
- n) to promote the interests of the Ontario Public Service Employees Union, the Union Local, the Algoma University Faculty Association (to which the Union Local is associated), the Canadian Association of University Teachers (CAUT), the Ontario Confederation of University Faculty Associations (OCUFA), and the CAUT Defense Fund.

2.2 As per the OPSEU/SEFPO Constitution, the Local shall have autonomy to the extent its powers are not otherwise circumscribed by the OPSEU/SEFPO Constitution or by Ontario statutes. Without limiting the generality of the foregoing the Local may, among other activities, negotiate local collective agreements, process grievances, establish joint labour-management committees on local working conditions, exercise control over the expenditure of its revenues, engage in social and community activities, and adopt its own bylaws.

2.3 The transfer agreement between the Algoma University Faculty Association and OPSEU/SEFPO dated February 23, 2017 contains terms that bind OPSEU/SEFPO and the Union Local as well as the Algoma University Faculty Association (to which the Local is associated as per the terms of transfer).

Article 3 MEMBERSHIP

3.1 Full Membership in the Union and its Local is open to all members of the academic staff of Algoma University, with the exception of those persons who are deemed to be excluded by virtue of Section 1(3) a and b of the Ontario Labour Relations Act. Refer to Article 8.10 for voting eligibility.

3.2 Individuals who upon retirement at Algoma University are members of the Union and its Local shall be eligible for membership as a retired member in the local, as provided in the OPSEU/SEFPO Constitution Article 6.

3.3 A Member shall remain in good standing provided they are:

- a) Not more than three months in arrears in payment of dues;
- b) Gainfully employed in a Bargaining Unit for which the Union holds or seeks recognised bargaining rights;
- c) Not penalised by suspension or expulsion following conviction under Article 30 of the OPSEU/SEFPO Constitution;
- d) Not penalised by suspension or expulsion following conviction of a breach of OPSEU/SEFPO's harassment and discrimination or personal harassment policy, provided that in accordance with any applicable laws, no such penalty shall require the employer to discharge such Member from employment.

- e) Not penalised by suspension under Art. 16.10 of the OPSEU/SEFPO Constitution.
- f) Not penalised by failure to step down from an acting management or acting excluded management position under Article 3.8.
- g) Has completed an OPSEU/SEFPO membership application which has been accepted by OPSEU/SEFPO.

However, failure to meet the requirements of (a) or (b) above shall not disqualify Members who are absent from their regular place of employment on leave of absence, paid or unpaid.

“Leave of absence” shall include sabbatical leave, long-term disability, maternity leave, parental leave, workers’ compensation, and any other form of extended leave of absence while remaining in the employ of the employer. Members on long-term disability and members on workers’ compensation who do not meet the requirements of (a), may seek and hold office in the Union or any of its subsidiary bodies, and may be delegates to Union meetings, provided they pay uniform monthly dues, not to exceed \$5.00, to be set by the OPSEU/SEFPO Executive Board, and are both able and available to carry out their duties. Members on other leaves of absence may seek and hold office in the Union or any of its subsidiary bodies, and may be delegates to Union meetings, provided they pay full Union dues and are both able and available to carry out their duties. Any dispute as to ability or availability shall be decided by the OPSEU/SEFPO President, with the right of appeal to the OPSEU/SEFPO Executive Board.

- 3.4** Notwithstanding the provisions of any other article of these bylaws, a Member subject to regular seasonal and/or short-term lay-offs may remain in good standing for up to one year for FT members or three years for PT members while laid off without payment of dues, but a Member subject to permanent or indefinite lay-off shall not be eligible for continuing membership for any period of the lay-off.
- 3.5** Notwithstanding the provision of Articles 3.3(b) and 3.4, a Member dismissed or improperly laid off by their employer shall, if a grievance is submitted on the dismissal or lay-off, remain a Member in good standing until the grievance is settled, provided that if the Member wishes to seek or hold office in the Union, they must pay a uniform monthly amount of Union dues, not to exceed \$5, to be set by the OPSEU/SEFPO Executive Board.
- 3.6** Notwithstanding the provision of Article 3.3(b), upon payment of full Union dues, a Member shall remain in good standing while:
 - a) holding elected political office in any government, municipality, municipal board or commission, school board, public utility, social or welfare agency or
 - b) holding appointed office on any board or commission, etc., as a representative of labour or
 - c) holding elected or appointed office in any labour organisation to which the Union is affiliated.
- 3.7** A person who ceases to be a Member by reason only of non-payment of dues shall be reinstated upon submission to the Union of a new membership application accompanied by all arrears in dues.
- 3.8** A Unit Steward, local officer, trustee, delegate, team or committee member who is temporarily assigned (seconded) by the employer from their normal workplace to another

workplace within the Bargaining Unit, and who retains the right to return to their normal workplace, shall be entitled to continue to hold or seek re-election to the Union office or function in their normal workplace during the term of such assignment (secondment), provided they are willing, able and available to carry out the duties of the Union office or function. Any dispute as to ability or availability shall be decided by the OPSEU/SEFPO President, with the right of appeal to the OPSEU/SEFPO Executive Board. While occupying such Union office or function, the member shall be ineligible to seek or hold any Union office or function in the other workplace.

- 3.9** A Unit Steward, local officer, trustee, delegate, team or committee member who volunteers and is assigned or seconded by the employer from their normal workplace to a position outside any OPSEU/SEFPO Bargaining Unit shall not be entitled to continue to carry out the duties or functions of their office during the period of assignment or secondment. The Member shall retain all other rights as a Member in Good Standing.
- 3.10** Any member who is in a temporary management or temporary excluded management position shall return to their home position when required, under the authority of the OPSEU/SEFPO President, to do so. If they fail to step down, they shall be ineligible to seek or hold any Union office or function.

3.11 Affiliations:

All members of the Union Local shall be members of the Ontario Public Service Employees Union, Canadian Association of University Teachers (CAUT), Ontario Confederation of University Faculty Associations (OCUFA), the Algoma University Faculty Association (AUFA), and the CAUT Defense Fund. The Union Local shall be affiliated with the Sault Ste Marie and District Labour Council. The Local shall set a budget that facilitates full participation in every organisation to which it is affiliated as per Article 9

Article 4 MEMBERSHIP RIGHTS

- 4.1** Every Member in good standing is entitled:
- a) To be represented by the Union;
 - b) To be treated with dignity and respect within the Union;
 - c) To be free from discrimination, interference, restriction, coercion, harassment, intimidation or disciplinary action exercised or practised by a Member with respect to another Member, both within the Union and in the workplace, by reason of race, colour, age, national or ethnic origin, political or religious affiliation, sex, sexual orientation, family status, marital status, record of offences, physical characteristics or physical or mental disability;
 - d) Subject to any qualifications stipulated elsewhere in these bylaws, to be nominated for, and hold, one or more offices in the Union;
 - e) To participate in the Union's business at the Local level, participate in the election of delegates and alternate delegates to Conventions, and vote on the ratification of collective agreements affecting such Member, except where the collective agreement is the result of binding arbitration;

- f) To make a formal presentation to the OPSEU/SEFPO Board upon receipt of such presentation in writing at Headquarters not less than ten (10) calendar days before the date of the regularly scheduled Board Meeting at which the presentation is to be made, provided always that notice may be waived by majority vote of the Board;
- g) To attend any meeting of the OPSEU/SEFPO Board, notwithstanding that s/he may not have a vote at such meeting, except that the Board may meet in closed session for purposes of discussing individual or staff contracts of employment;
- h) To receive a copy of the OPSEU/SEFPO Constitution and Bylaws of the Local and to be advised of amendments to them, and to receive an up-to-date copy whenever the Constitution/Bylaws are compiled and reprinted.

4.2 Only Members in good standing may hold office.

4.3 A member may be removed from office and/or barred from running for office for a specified term by a two-thirds majority vote of the OPSEU/SEFPO Executive Board after a finding of a breach of OPSEU/SEFPO's harassment and discrimination or personal harassment policy.

4.4 A member will be removed from office and will be barred from running for office if they refuse to return to their OPSEU/SEFPO Bargaining Unit position from an acting management or excluded management position when required, under the authority of the President, to do so.

4.5 Proxy voting is not permitted at any level of the Union.

Article 5 STEWARD SYSTEM

5.1 Members of Local 685 shall be organised into 2 Units as follows: Full-Time Faculty (FT Unit) and Part-Time Faculty (PT Unit) . The Members in each Unit shall elect Unit Stewards from among themselves.

5.2 The government of Local 685 shall be based on the Unit Steward system and the election of Officers of Local Executive Committees (LEC) shall be from among the elected Unit Stewards.

Article 6 STEWARDS' RESPONSIBILITIES AND RIGHTS

6.1 Each Union Steward shall be responsible for the representation of members in a working area, including the responsibility:

- a) to distribute information to the group;
- b) to carry the group's issues to the LEC/unit committee;
- c) to communicate LEC/unit committee decisions to the group;
- d) to enlist the support of members of the group in workplace actions and union campaigns;
- e) to prepare and investigate grievances from the group.

- 6.2** To carry out these responsibilities, Stewards shall have:
- a) the right of access to LEC/unit committee meetings;
 - b) the right to be informed of the status and disposition of grievances from the group; and
 - c) the right to high quality education and training necessary to effectively exercise all their responsibilities.

Article 7 LOCAL EXECUTIVE COMMITTEE

7.1 The Officers of the Local, together with the remaining Unit Stewards shall constitute the Local Executive Committee (LEC).

7.2 The LEC of the Union Local shall consist of 14 Unit Stewards (7 Full Time and 7 Part Time) elected as follows:

A quorum for the Full LEC shall be defined as 7 voting attendees.

- a) From the Full Time faculty, one Unit steward from each of the following groups:
 - Faculty of Business and Economics
 - Faculty of Science
 - Faculty of Humanities and Social Sciences
 - Faculty of Cross-Cultural Studies
 - Faculty of Computer Science and Technology

In addition to these five FT Unit Stewards, there shall be elected 2 FT Stewards at Large.

Stewards from the same faculty or at large group should come from a different campus (SSM, Brampton, Timmins) when possible.

- b) From the Part Time faculty, One Unit Steward from each of the following groups:
 - Faculty of Business and Economics,
 - Faculty of Science,
 - Faculty of Humanities and Social Sciences,
 - Faculty of Cross-Cultural Studies
 - Faculty of Computer Science and Technology

In addition to these five PT Unit Stewards, there shall be elected 2 PT Stewards at Large.

Stewards from the same faculty or At Large group should come from different campuses (SSM, Brampton, Timmins) when possible.

- c) If the number of campuses or Faculties changes, the LEC will make every effort to take appropriate measures to ensure the number of stewards on the LEC is balanced between the SSM and Brampton campuses and a proportionate representation from the Timmins Campus and Full Time and Part Time Units.

- d) On the invitation of the Local, the immediate past President of the Local may serve on the LEC as an ex-officio Member with a voice but no vote.
- e) The Local may designate one of its Local Executive Committee (LEC) members as responsible for equity issues.

7.3 The Local Executive Committee (LEC) shall administer the affairs of the Local in accordance with the OPSEU/SEFPO Constitution, the Bylaws of the Local and the wishes of the members of the Local. The Committee shall meet at least once every three months. The Local President may call a Committee meeting at any time to deal with business of an urgent nature.

7.4 Term of Office

7.4.1 The term of office for Unit Stewards and all LEC Officers shall be not more than two years or less than one year as per the OPSEU/SEFPO Constitution. For Local 685 Unit Stewards and officers of the LEC, their term will be 2 years commencing immediately following the Annual General Membership Meeting (other than as provided in Article 7.5.2 – mid-term vacancies) and their terms shall run as follows:

a) for FT stewards representing the Faculty of Business and Economics, Faculty of Humanities and Social Sciences, and one member at large, the terms shall begin in an odd-numbered year and run until the AGM of the following odd-numbered year.

b) For FT Stewards representing the Faculty of Science, Faculty of Cross-Cultural Studies, Faculty of Computer Science and Technology and one member at large, the terms shall begin in an even-numbered year and run until the AGM of the following even-numbered year.

c) for PT stewards representing the Faculty of Business and Economics, Faculty Humanities and Social Sciences, and one member at large the terms shall begin in an even-numbered year and run until the AGM of the following even-numbered year.

d) for PT stewards representing the Faculty of Science, Faculty of Cross Cultural Studies, Faculty of Computer Science and Technology, and one member at large, the terms shall begin in an odd-numbered year and run until the AGM of the following odd-numbered year.

e) it is understood during the initial implementation of sections a) through d) above, synchronisation of steward term lengths may be required.

7.4.2 Any Member of the LEC may stand for re-election, provided an Officer must first have been elected or re-elected as a Unit Steward.

7.5 Elections

7.5.1 Elections shall be conducted at general meetings of the Members concerned. Reasonable notice of the meeting and of the elections to take place must be given.

7.5.2 Mid-term vacancies occurring among Stewards or Members of the LEC shall be filled promptly, by election in accordance with this Article, except where the vacancy occurs within

three months of the expiry of the term of office. In every case of filling a vacancy, the new incumbent shall serve only the unexpired portion of the term of office in question.

7.5.3 All elections within the Union shall be conducted by secret ballot.

7.5.4 From among the elected unit stewards, the members shall elect the following Officers:

- 1) Local President
- 2) A Vice President for each Bargaining Unit (who shall be elected from among the unit stewards of the Bargaining Unit by the members of that Bargaining Unit)
- 3) Local Secretary, who will also serve as the Unit Secretary for their bargaining unit,
- 4) Local Treasurer,
- 5) Unit Secretary for the other Bargaining Unit not represented by the Local Secretary.

7.5.5 Further election details are found in Article 12.

7.6 Duties of Officers of Locals & Executive Committee (LEC)

7.6.1 Local President

The Local President shall:

- 1) preside at all meetings of the Union Local and at meetings of the Local Executive Committee except for meetings of Bargaining Units and their Unit Committees;
- 2) enforce the OPSEU/SEFPO Constitution and the Union Local's Bylaws and be responsible for the smooth and efficient operation of the Union Local;
- 3) shall be the official spokesperson of the Union Local, unless otherwise designated;
- 4) sign all contracts (save for Collective Agreements) along with the OPSEU/SEFPO staff representative as required, and be a co-signer on all cheques with the Local Secretary, Local Treasurer, FT Unit Vice-President, and PT Unit Vice-President. Co-signers on all cheques shall include at least one Executive member from each Bargaining Unit;
- 5) shall be a member of all committees except for unit specific committees.

7.6.2 Unit Vice-Presidents

The Vice-Presidents for each Bargaining Unit shall:

- 1) perform the duties of the Local President in their absence (including attending all regional meetings and Conventions). In cases of vacancy, either the Vice-President Full-Time or Vice-President Part-Time shall succeed to the office of Local President until the election of a new Local President. If the Local President was from the Full-Time membership the Vice President Full-Time will succeed until an election is called. If the Local President was from the Part-Time membership the Vice President Part-Time shall succeed until an election is called. The election of a new Local President must occur within one calendar month of his or her absence.
- 2) oversee and conduct any Unit-specific votes including those pertaining to contract or special plan ratifications, and work actions, and;
- 3) organise and preside at all meetings of their respective Unit;
- 4) ensure that files are kept for the Bargaining Unit.
- 5) Chair the Unit Committee; In the absence of a Local Vice President for a Bargaining Unit the Unit Recording Secretary shall perform those duties. A new Unit Recording secretary

shall be appointed by the executive from the existing unit stewards.

7.6.3 Local Secretary

The Local Secretary is chosen from one of the Bargaining Unit Secretaries and shall:

- 1) issue notices for general meetings of the Union Local and the Executive Committee;
- 2) cause to be maintained all membership records, documents and correspondence of the Union Local
- 3) keep a record of the minutes of such meetings.
- 4) will act as the Bargaining Unit Secretary of the Bargaining Unit of which the local secretary is a member; and
- 5) answer and/or forward all pertinent correspondence; and forward all pertinent membership information to the appropriate union regional office.

7.6.4 Bargaining Unit Secretary

Each of the two Bargaining Unit Secretaries(one FT- Unit Secretary and one PT-Unit Secretary) shall:

- 1) issue notices for meetings of the Bargaining Unit Committee;
- 2) cause to be maintained all files that are Bargaining Unit specific;
- 3) keep a record of the minutes of the Bargaining Unit general meetings and Bargaining Unit Committee meetings.
- 4) In the absence of a Local Vice President for a Bargaining Unit the Bargaining Unit Secretary shall perform those duties; and
- 5) In the absence of a Bargaining Unit Secretary the Local Vice President for the Bargaining Unit shall perform those duties.

7.6.5 Treasurer

The Treasurer shall:

- 1) be responsible for the care and custody of the funds and assets of the Union Local according to the usual practice;
- 2) at each General Meeting of the Union Local present an account of the Union Local's finances;
- 3) maintain books of account and make these available for inspection to the members of the Union Local on request
- 4) arrange for bi-annual audits of the Union Local accounts by the two Trustees (one from each Bargaining Unit) elected by the Local's membership.

7.6.6 Unit Stewards

Unit Stewards shall inform their members of activities ongoing within their Bargaining Unit and Local 685. This includes inviting Members to join OPSEU/SEFPO, and welcoming new employees to the workplace and the Union. They shall also represent the concerns and suggestions made by members in their portfolio to their Bargaining Unit and Local 685. In addition, they shall attend the Bargaining Unit Committee, Bargaining Unit Membership, Local Executive and Local General Membership meetings, become familiar with the provisions of the Collective Agreement that applies to them, assist and cooperate fully with the Local Health and Safety Committee.

7.6.7 Communication Officer

The Bargaining Unit Communication Officer shall be in charge of communications and website maintenance as directed by the LEC.

7.6.8 The Local Executive Committee shall:

- 1) Carry into effect all resolutions of the Union Local (reporting on its activities to the membership), engage in discussions with third parties, including the Employer, with the aim of formulating a proposed course of action to be subject to the approval of the general meeting, authorize the expenditure of the monies of the Union Local, request the services of any members of the Union Local or other persons (e.g. legal counsel) to assist in matters where special or technical knowledge is required, appoint or nominate representatives to CAUT and OCUFA, and generally manage the affairs of the Union Local.
- 2) Irrespective of their regular duties each member of the Executive shall assume such other duties as the Local Executive Committee may assign from time to time.

7.6.9 Executive Committee Expenses and Indemnification:

- a) Executive Committee and union members will be compensated for reasonable out-of-pocket expenses when conducting union business. In addition, the following annual stipends will be paid:
 - Local President: 2 course (6 credit) stipend;
 - Local Treasurer: ½ course (1.5 credit) stipend;
 - FT Secretary: ½ course (1.5 credit) stipend;
 - PT Secretary: ½ course (1.5 credit) stipend;
 - Local Secretary (see 7.6.3): ½ course (1.5 credit) stipend;
 - PT Unit Vice President: 1.5 course (4.5 credit) stipend;
 - Steward position only: \$1,500;
 - Past President (if a member of the LEC): ½ course (1.5 credit) stipend;
 - Communication Officer: \$600;
 - Academic Governance Officer: ½ course (1.5 credit) stipend;
 - Social and Community Outreach Coordinator: \$600;
 - FT Grievance Committee Chair: ½ course (1.5 credit) stipend;
 - PT Grievance Committee Chair: ½ course (1.5 credit) stipend;
 - Unit Negotiating Committee Chair (aka Chief Negotiator): 1 course (3 credit) stipend; during a negotiating round only;
 - The Bargaining team members outside of the Chief Negotiator shall receive a 2 course stipend (6 credit) to be divided among themselves, during a negotiating round only.
 - Alternate Bargaining Team Member: ½ course (1.5 credit) stipend during a negotiating round only.

Honorariums [stipends] are to be processed and issued by Head Office to ensure appropriate taxes are deducted and remitted on behalf of the local and for the issuance of the T4A.

The stewards' stipends should be distributed in accordance with LEC meeting attendance. The stewards are responsible for recording and reporting their annual LEC meeting attendance to the Treasurer.

- 1) To receive any of the above stipends, each person (Except for the Communication Officer) must have attended at least 75% of all meetings (both General Membership, Unit Membership and Local Executive Committee meetings as applicable) held during the applicable time period. The applicable Secretaries shall take attendance of all meetings to confirm the 75% threshold.
- 2) The Bargaining Team stipends will be issued once they have reviewed and signed off on the Collective Agreement text, post-ratification.
- 3) OPSEU/SEFPO will defend the acts or actions of the Local, its Officers or their members which are in keeping with the aims and purposes of the Union.

7.6.10 Trustees

7.6.10.1 Every Local shall elect an audit committee composed of at least two members to be known as Trustees (one from PT-Unit and one from FT-Unit). The Trustees shall be elected at a general membership meeting from among the members and may not hold any other office in any Local. They shall hold office for a two-year term, but at the first election in a Local, the terms may be varied to provide subsequently for overlapping terms.

7.6.10.2 The Trustees shall examine all books, records, and properties of their Local, including any Unit thereof, at least twice each year. All Officers of the Local are required to make available all necessary documents to the Trustees on reasonable notice. The Trustees shall file an audit report, in a form specified by Headquarters, to Headquarters at least once in every six months and shall also make a full report to the first general membership meeting following each audit.

7.7 Units of the Local

7.7.1 Each Bargaining Unit of the Local shall be known as a Unit of the Local Union.

7.7.2 Each unit shall have a unit committee consisting of all stewards (including Local officers) from that unit. The committee shall meet at least once every three months. The unit committee may deal with regular activities of the union that are specific to the unit, provided that its actions are not in conflict with Local Bylaws and the OPSEU/SEFPO Constitution and policies. The Unit Committee may make recommendations to the Local Executive Committee on matters requiring a decision of the Local.

The duties of the Unit Committee shall be to police all collective agreements, to be responsible for Unit negotiations, and to act as a channel of communication between the members and the Local Executive Committee.

7.7.3 The Local vice-president from the unit shall have the authority to call meetings of the Unit Membership and the Unit Committee. In the absence of the Unit vice-president, the Bargaining Unit Secretary shall call such meetings.

7.7.4 Resolutions of Unit Membership meetings which affect the policy of the Local as a whole

shall be subject to the approval of the Local Executive Committee (or the Local as a whole, as appropriate).

- 7.7.5** Grievance Committee for each Bargaining Unit: There shall be a Grievance Committee for each Bargaining Unit which shall be responsible for unit-specific grievances. The Grievance Committee shall consist of the Local vice-president from that unit and a minimum of 1 and a maximum of 3 additional members of the Executive from that Unit as elected by all the members of the Executive from that Unit. The Chair of each Grievance Committee is responsible for coordinating the work of the committee and shall be selected by the members of the Grievance Committee on the basis of who among them is the most experienced and/or trained in dealing with grievances. All members of grievance committees must be trained and/or take training as soon as possible to deal with grievances and must respect the principles of confidentiality agreed by the Unit as policy for members of grievance committees.
- 7.7.6** An Academic Governance Officer will be appointed from the elected LEC members. The Academic Governance Officer will monitor and communicate on collegial governance matters affecting the membership. They should be a) a full time faculty member, b) a member of the Senate (to be able to sit on the Senate Governance Committee), and c) have some experience in a leadership role in an academic program. The Academic Governance Officer shall be in charge of addressing academic governance issues for the union local as directed by the LEC.
- 7.7.7** One of the elected LEC members or a Shop Steward will be appointed the Social & Community Outreach Coordinator. This coordinator will schedule a social event/activity at least once per the fall and winter terms.

7.8 Appointment of Committees

- 7.8.1** Standing Committees may only be established or abolished by a two-thirds majority vote at a Union Local General Meeting, following at least 10 calendar days' notice of motion, except where OPSEU/SEFPO policy provides otherwise. As provided in the OPSEU/SEFPO policy (Section 19-4), union members on joint occupational health and safety committees shall be appointed by, and accountable to, the Local Executive Committee.
- 7.8.2** The Chairperson or a co-chair of each standing committee shall be chosen from among the membership of the Executive. Committee members will be selected by the Executive, subject to ratification at the first and subsequent, Union Local General Meeting.
- 7.8.3** The Chairperson of each standing committee, or their designate, shall report to the general membership on activities of the committee at least once a year at an appropriate Union Local General Meeting, and as regularly requested by the Executive Committee.

- 7.8.4 *Ad hoc* committees may be established or abolished at any Executive or Unit or General Meeting of the Union Local by a majority vote.

Article 8 MEMBERSHIP MEETINGS

- 8.1 Regular general meetings of the Union Local and for each Unit shall be held at least once in each of the fall and winter semesters - one of these meetings will be the Local's Annual General Membership Meeting which will be held no later than 60 Days after January 1st in each calendar year. Normally at least 10 calendar days' notice in writing of all meetings shall be given to members of the Union Local or Bargaining Units.
- 8.2 Special meetings of the Union Local shall be held at the call of the Local President and/or Executive Committee, or on the written request of at least 10 members. Special meetings of the Executive Committee shall be held at the call of the Local President or a majority of the Executive Committee. Special meetings of a Bargaining Unit shall be held at the call of the Unit Vice-President and/or Unit Committee, or on the written request of at least 10 members.
- 8.3 The Local President or Unit Vice-President must call a meeting of the Union Local or Bargaining Unit within 10 calendar days of the receiving a written request of at least ten members of the Union Local or Bargaining Unit as appropriate.
- 8.4 No Collective Agreement or Merger shall be executed on behalf of the Union and its Local unless the terms thereof have been ratified by the members of the affected Bargaining Unit.
- 8.5 The Order of Business at a general membership meeting shall be:
1. Call to order.
 2. Land Acknowledgement.
 3. Statement of Respect.
 4. Adoption of agenda.
 5. Minutes of the previous meeting.
 6. Business arising.
 7. Treasurer's report.
 8. Correspondence.
 9. Initiation of new members.
 10. Reports of Officers.
 11. Reports of Committees.
 12. Nominations and/or elections.

13. Unfinished business.

14. New business.

15. Adjournment.

In presenting an agenda based on the above Order of Business, the LEC/Unit should specify subjects under items 9, 10, 12, and 13. A Local may change the above Order of Business by by-law or for any given meeting by giving reasonable advance notice. Locals shall follow the Rules of Order laid down in Article 13.11 of the Constitution, with any necessary changes being made, and shall otherwise be governed by Robert's Rules of Order.

8.6 Attendance and participation at Local/Unit meetings shall be exclusive to the members of that Local/Unit, except that others may attend at the invitation of the President or Executive of that Local/Unit or by assignment by the President of OPSEU/SEFPO.

8.8. Quorums

8.8.1 This article defines the quorum for meetings of Units, Unit Committees, Local Executive Committees and the general membership of a Local.

8.8.2 The quorum for meetings of the above groups shall be:

Size of Group	Quorum
1-20 members	50 percent of the members
21-200 members	10 members
201 or more members	5 percent of the members

8.9 Oaths

8.9.1 All Officers elected at the Local or Unit level shall take the Oath of Office before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC.

"I, _____, promise that I will uphold and obey the Constitution and duly-authorized policies of the Ontario Public Service Employees Union, fulfill the obligations and responsibilities of my office to the best of my ability, and promptly deliver to my successor all monies, records, and other property of the Union in my possession at the close of my term in office."

"I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination, and I will actively participate in all required OPSEU/SEFPO training and/or initiatives"

8.9.2 All Unit Stewards shall take the following oath before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC, or by submitting a signed copy, to be read aloud at a general membership meeting:

“I, _____, promise that I will uphold and obey the Constitution and policies of the Ontario Public Service Employees Union and the Bylaws of my Local, work with the Officers of the Local to represent the members, and fulfill the obligations and responsibilities of my elected position as Steward to the best of my ability.”

“I further promise to uphold the Union’s commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination, and I will actively participate in all required OPSEU/SEFPO training and/or initiatives”

- 8.9.3** Every new Member shall, as part of their application for membership in the Union, be required to sign a declaration containing the following words:

“I, _____, solemnly promise to uphold and obey the Constitution and Bylaws of this Union, to assist my fellow members to improve their economic, political, and social conditions, to uphold the principles of democracy and fair play, and to do no deliberate wrong or harm to any other member of this Union.”

“I further promise to uphold the Union’s commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination.”

Every such declaration must be witnessed by a person who may be a member of the Local, an employee of the Union, or any other representative of the Union duly authorised by it.

- 8.9.4** It shall be the duty of all Officers and Members to uphold their respective oaths and failure to act in accordance with them shall be deemed to be contrary to the Constitution.

8.10 Voting

- 8.10.1** Voting for election of LEC members shall be as per Article 29.4 of the OPSEU/SEFPO constitution – reasonable efforts will be made by the LEC to accommodate all members at all campuses. All other votes will be conducted by members who are present at a membership meeting, provided quorum has been met – The LEC will make reasonable efforts to accommodate all members at all campuses
- 8.10.2** Those members who have not completed an OPSEU/SEFPO Membership application cannot vote on union related issues, with the exception of strike and ratification votes concerning their respective Collective Agreements. Those members who have not completed an OPSEU/SEFPO Membership application, cannot be nominated for, nor hold one or more offices in the union.
- 8.10.3** The Chairperson of a meeting of the Executive Committee shall have a regular vote. In the case of a tie vote, the motion shall be held to fail and the *status quo* shall prevail.
- 8.10.4** The Chairperson of a General Meeting of the Union Local or Unit may vote on any question. In case of a tie vote, the Chairperson shall cast the deciding vote.
- 8.10.5** Members shall vote in their predominant Faculty/Campus.
- 8.10.6** In all matters not covered by these By-Laws, Robert’s Rules of Order, most recent

edition, shall apply

8.10.7 Proxy voting is not permitted at any level of the Union.

Article 9 FINANCIAL OPERATION

- 9.1** All funds of the Local shall be used only for legitimate trade union purposes. Accounting for revenue and disbursements shall be done in a proper and business-like manner. Except for reasonable amounts in petty cash accounts, all expenditures shall be by cheque and shall be properly supported by vouchers. The signing officers of a Local shall be any two of the President, Vice-Presidents, Secretary, and Treasurer, with the further stipulation at least one Executive member from each Bargaining Unit signs.
- 9.2** Financial control of Units shall rest with the Local Executive Committee. The Local shall have full control of funds they may raise through their own activities, or through local assessments. The Local is obligated to supply sufficient funds for the holding of Unit general and negotiating meetings but may retain authority to make the necessary arrangements for the said meetings.
- 9.3** The LEC shall present an annual budget to the annual general membership meeting of the Local. The budget shall include budget lines for each unit, based on the number of
- 9.4** dues-paying members in the unit and the projected unit activity for the year. The budget shall be proposed by the Local Executive, with notice of the budget circulated to the members of the Union Local in writing at least 14 days before the meeting. The Local Executive Committee proposal and recommendation to the Local Membership of the budget requires that a majority of Local Executive Committee Members in each Bargaining Unit present in a Local Executive Committee Meeting vote in favour of proposing and recommending the budget to the Local Membership. A majority of those eligible to vote in each Bargaining Unit in the Local who are present at the Local general meeting shall be sufficient to approve the annual Local budget.

There shall be separate line items for Bargaining Units in the budget. Whenever there are opportunities for two or more representatives of the Local to attend OPSEU/SEFPO, CAUT or OCUFA meetings (for example: educationals, conventions, councils, forums, workshops etc.), the Local shall budget to send at least one member from each Bargaining Unit. For the CAUT and OCUFA Council meetings the Bargaining Units shall take turns sending the representative.

9.5 Fiscal Year: The fiscal year of the Union Local shall be the calendar year.

9.6 Union Local Property and Assets:

The property and assets of the Union Local shall belong to the Union Local; shall not constitute the property of any individual, and no member shall have any claim upon the property and assets of the Union Local on ceasing to be a member or at any time thereafter.

Article 10 AMENDMENTS

- 10.1** These Bylaws may be amended, and any subsequent changes to them, must not be in conflict with the OPSEU/SEFPO Constitution.
- 10.2** A Local Executive Committee recommendation to the Local Membership for one or more Bylaw change(s) requires that a majority of LEC Members in each Bargaining Unit present at a LEC meeting vote in favour of recommending the change(s) to the Local.
- 10.3** LEC recommended changes to the Bylaws of the Union Local will take place at any General Membership Meeting of the Local (or electronically in coordination with OPSEU/SEFPO Staff representative). Proposed changes must be forwarded to the Local Secretary in time for circulation to the members of the Union Local at least 10 calendar days before the meeting. Bylaw changes must be ratified by a two-thirds vote in each bargaining unit of the Local.
- 10.4** No supplemental Bylaws or changes to them shall take effect until they have been approved by the President of OPSEU/SEFPO.

Article 11 UNION DUES:

- 11.1** Union dues will consist of 2 parts: i) OPSEU/SEFPO Union dues as per Article 20 of the OPSEU/SEFPO constitution & ii) Local 685 dues @ 0.525%.
- 11.2** OPSEU/SEFPO Union dues will be determined by the members in a Union convention.
- 11.3** Local 685 dues will be determined by a duly constituted Union Local meeting. Proposed changes to the level of Local 685 dues are to be made by the Executive, with notice of the proposed change circulated to the members of the Union Local in writing at least 10 calendar days before the meeting. The level of any local union dues must be approved by a two-thirds majority of those voting in each affected Bargaining Unit.
- 11.4** Any member may withdraw from membership upon written notice to the Union and its Local but must pay OPSEU/SEFPO and Local 685 dues.

Article 12 - ELECTION OF EXECUTIVE COMMITTEE

- 12.1** The Executive Committee shall be elected at the Annual General Membership Meeting (refer to Articles 7.5 & 8). The new Executive shall take office immediately after the Annual General Membership Meeting.
- 12.2** A Nominating Committee appointed by the Executive with members from each Bargaining Unit shall suggest a slate of candidates with nominations also being accepted from the floor at the meeting. The nominating committee shall make every reasonable effort to find nominees from within different units and campuses.

- 12.3** LEC Elections will be held as per the procedures outlined in Article 8.10 and as follows: The election of Unit Steward At Large Positions shall follow the election of the other Unit Steward positions. To be elected, a member must receive a majority of votes cast, with run-off votes as needed. When only one person runs for a position, they shall be acclaimed to the position. A person who is nominated for a position must accept the nomination at the meeting either in person, or in writing.
- 12.4** Only a full member of the Union Local in good standing who has completed an OPSEU/SEFPO Membership application shall be entitled to vote for the Executive Committee or to be nominated for office.
- 12.5** A vacancy in any office shall be filled in accordance with Article 7.5.2
- 12.6** Only members in the appropriate Bargaining Unit are eligible to run or vote for the Local Vice President responsible for their unit. Only members of the appropriate group or region are permitted to nominate or hold offices specific to that group or region when possible.
- 12.7** All other votes for example, votes for Bargaining Team Members, strike votes, ratification votes, and so on are to be held separately from the election process for the Executive.

Article 13 – NEGOTIATIONS

- 13.1** Collective agreements for each of the Full Time and Part Time Bargaining Units shall be negotiated by their respective Unit Bargaining Committees.
- 13.2** Each Unit Bargaining Committee shall consist of five members and be chaired by its Negotiating Committee Chair (aka Chief Negotiator). The remainder of each Unit Bargaining Committee shall be comprised of the Negotiating Chair of the other Bargaining Unit (who has a voice but no vote), one regular member, the LEC member, and an Alternate member, all elected by the members of their respective Bargaining Units, and a Staff Representative provided by OPSEU/SEFPO to assist the Bargaining Committee in negotiations. Said Staff Representative shall have the right to participate in negotiations at all stages, from demand setting to ratification, with voice but no vote. The LEC member's primary role is to bring the LEC's perspective to the Bargaining Committee.
- 13.3** The Unit Bargaining Chair (FT) and (PT) shall be responsible for
- (i) Leading the negotiations of new collective agreements, Full Time and Part Time respectively;
 - (ii) Conducting research on salaries and benefits;
 - (iii) Directing the preparation of proposals for discussion by the Bargaining Committee;
 - (iv) Informing the membership on matters relating to the negotiation and

administration of collective agreements, when requested to do so by the President;

- (v) Reporting to the Executive as required or when requested to do so by the President;
- (vi) Sitting on both Bargaining Committees—PT and FT; and
- (vii) Attending CAUT's annual Forum for Chief Negotiators (Chief Negotiator-FT, or Chief Negotiator-PT if Chief Negotiator-FT is unavailable), and attending OCUFA's CBC meetings.

13.4 The Bargaining Committee Secretary shall:

- (i) Issue notices for meetings of the Bargaining Committee;
- (ii) cause to be maintained all files that are Bargaining Committee specific;
- (iii) keep a record of the minutes of the Bargaining Unit general meetings and Bargaining Committee meetings.
- (iv) In the absence of a Local Vice President for a Bargaining Unit the Bargaining Committee Secretary shall perform those duties
- (v) In the absence of a Bargaining Committee Secretary the Local Vice President for the Bargaining Unit shall perform those duties.
- (vi) The Bargaining Committee Secretary position shall include a stipend.

13.5 The Bargaining Committee include the position of Alternate Bargaining Team Member

- (i) The Alternate Bargaining Team Member shall take the position of any bargaining team member who is unavailable for negotiating meetings and has the right at that negotiating meeting to vote and make decisions. Should the bargaining team require the Alternate's perspective at bargaining, the alternate may continue to attend negotiations with voice but no vote.
- (ii) The Alternate Bargaining Team Member should attend all preparation meetings and this member's role is as a support and designated note-taker.
- (iii) The Alternate Bargaining Team Member position shall include a full stipend.

13.6 A member of the FT Executive Committee of the local will be a required member of the FT Collective Bargaining Team during the bargaining period. This member's role is as a communication and support conduit between the BT and LEC, with the understanding that bargaining information be kept internally within the LEC as confidential.

13.7 The members of the FT Bargaining Committee should have attended 75% of regular FT Unit meetings.

THESE LOCAL BYLAWS WERE PASSED BY THE
LOCAL MEMBERSHIP ON
January 15, 2025