



May 11, 2018

Via email: [REDACTED]

Henry Hornstein  
President Local 685  
[REDACTED]  
[REDACTED]  
[REDACTED]

Greetings Henry,

I have received the Bylaws for Local 685 and have reviewed them as per the OPSEU Constitution.

On behalf of the Local, I congratulate you on your efforts to develop a set of bylaws that assists the members in its activities in a clear and conscience manner.

I am pleased to approve those bylaws for use in Local 685.

In Solidarity,

A handwritten signature in black ink, appearing to read "Warren Thomas", written in a cursive style.

Warren (Smokey) Thomas  
President

Cc: G. Longhi

WT/jg



***Algoma University Local 685***

**By-Laws of the Ontario Public  
Service Employees Union  
Algoma University Local 685**

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## ARTICLE 1 – NAME

1.1 This Union Local shall be known as THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION ALGOMA UNIVERSITY LOCAL 685 (the 'Union Local')

## ARTICLE 2 – OBJECTIVES AND AUTHORITY

2.1 The objectives of the Union Local are:

- a) 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.
- b) to regulate labour relations between Algoma University and its Faculty, both full-time and part-time, and to bargain collectively on behalf of its members on all matters pertaining to their relationship with Algoma University. In this regard 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, part-time, and contract academic staff, as well as contributing to the improvement of the quality of post-secondary education in Canada.
- c) to provide a common field for mutual exchange of ideas between the Union Local and the broader University communities, as well as the general public;
- d) to pursue the constitutional objectives of the Ontario Public Service Employees Union;
- e) 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 Constitution, the Local shall have autonomy to the extent its powers are not otherwise circumscribed by the OPSEU 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 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 dated February 23, 2017 contains terms that bind OPSEU 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 - AFFILIATIONS

3.1 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 organization to which it is affiliated as per Article 14.7.

## ARTICLE 4 - MEMBERSHIP AND DUES

4.1 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*.

4.2 All members of the Union and its Local are full members save and except for Retired members under Article 4.7 of the Bylaws. Refer to Article 14 for voting eligibility.

4.3 Membership in the Union and its Local shall be established by the payment of dues by those eligible and the completion and acceptance by the Union of an OPSEU Membership application.

4.4

a) OPSEU Union dues will be determined by the members in a Union convention.

b) Union Local dues will be determined by a duly constituted Union Local meeting. Proposed changes to the level of Union Local 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.

c) Union dues will consist of 2 parts: i) OPSEU dues as per Article 20 of the OPSEU constitution & ii) 0.625% Local dues.

4.5 Union Membership status in the event of layoff, leave, election to political office, and other eventualities is determined as per the OPSEU Constitution Article 6.

4.6 Any member may withdraw from membership upon written notice to the Union and its Local but must pay OPSEU and union local dues.

4.7 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 Constitution Article 6.

## ARTICLE 5 – EXECUTIVE COMMITTEE (a.k.a. Local Executive Committee or LEC)

5.1 The Executive Committee of the Union Local shall consist of Unit Stewards elected as follows:

- a) From the full-time faculty, one unit steward from each of the following groups: Faculty of Social Sciences, Faculty of Science, Faculty of Humanities, and two unit stewards at large. The stewards at large cannot come from the same faculty.

- b) From the part-time faculty, one unit steward from each of the following groups: Faculty of Social Sciences – Sault Ste Marie campus, Faculty of Science – Sault Ste Marie campus, Faculty of Humanities – Sault Ste Marie campus, as well as one unit steward representing the part-time faculty teaching on the Timmins campus and one unit steward representing the part-time faculty teaching on the Brampton campus. The latter two stewards cannot come from the same faculty when possible.

- c) If the number of campuses or Faculties change, the LEC will take appropriate measures to ensure the number of stewards on the LEC is equally balanced between the two Units.

5.2 From among the unit stewards, the members shall elect:

- 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

The Past Local President shall be an ex officio member of the Committee.

5.3 Elections for the Executive Committee shall be held annually in accordance with the procedures detailed by the by-laws below.

5.4 Executive Committee Recall: As per OPSEU Constitution including Articles 6, 7, 29 & 30.

#### ARTICLE 6 - QUORUM

6.1 A quorum at a Union Local, Bargaining Unit or Executive Committee Meeting shall be as defined in the OPSEU Constitution, Art. 29.8.2

#### ARTICLE 7 - ANNUAL GENERAL MEMBERSHIP MEETING

7.1 At least 2 general meetings of the Union Local will be held annually as per Article 13.1. 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.

#### ARTICLE 8 - REVISION OF BY-LAWS

8.1 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.

8.2 LEC recommended changes to the by-laws of the Union Local will take place at any regular meeting of the Local. 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. By-law changes must be ratified by a two-thirds vote in each bargaining unit of the Local.

#### ARTICLE 9 - ELECTION OF EXECUTIVE COMMITTEE

9.1 The Executive Committee shall be elected at the Annual General Membership Meeting (refer to Article 7 above). The new Executive shall take office immediately after the Annual General Membership Meeting.

9.2 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. Votes will be held as per the procedures outlined in Article 14 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 s/he 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.

9.3 Only a full member of the Union Local in good standing who has completed an OPSEU Membership application shall be entitled to vote for the Executive Committee or to be nominated for office.

9.4 A vacancy in any office shall be filled in accordance with Art. 29.4.2 of the OPSEU Constitution.

9.5 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.

#### ARTICLE 10 - DUTIES OF EXECUTIVE COMMITTEE

10.1 The Local President shall:

- 1) preside at all meetings of the Union Local and at meetings of the Local Executive Committee save for meetings of bargaining units and their Unit Committees;
- 2) enforce the Union Constitution and the Union Local's By-Laws and be responsible for the smooth and efficient operation of the Union Local;
- 3) be the official spokesperson of the Union Local, unless otherwise designated;
- 4) sign all contracts (save for Collective Agreements) 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 save for unit specific committees.

10.2 The Vice-Presidents for each bargaining unit shall:

- 1) perform the duties of the Local President in his/her absence. In cases of vacancy, either the Vice-President Full-Time or Vice-President Part-Time shall succeed to 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) organize 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.

10.3 The Local Secretary 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

10.4 The Bargaining 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
- 5) In the absence of a Bargaining Unit Secretary the Local Vice President for the Bargaining Unit shall perform those duties.

10.5 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 the annual audit of the Union Local accounts by the two Trustees (one from each Bargaining Unit) elected by the Local's membership.

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

10.7 Unit Stewards shall inform their members of activities ongoing within their Bargaining Unit and Local 685. This

includes inviting Members to join OPSEU, 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 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.

10.8 The 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 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.

10.9 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 \$3,000 ; Local Treasurer \$3,000 ; Local Secretary \$3,000; FT Unit Vice President \$3,000, PT Unit Vice President \$3,000 ; steward position only \$1,500 ; Past President \$600; Communication Officer \$600; Chief Negotiator \$600 plus an additional \$3,000 during a negotiating round; Bargaining Team Member \$3,000 during a negotiating round only. To help pay for the above expenses and stipends, the LEC will use the negotiated remunerations from the Employer as per the OPSEU collective agreements. The above stipends will be paid through OPSEU Head Office and deducted from monies owed to the Local by OPSEU Head Office. OPSEU Head Office will issue the necessary tax slips.
- b) OPSEU 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.

10.10 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 11 – UNITS OF THE LOCAL

11.1 Each bargaining unit of the Local shall be known as a Unit of the Local Union.

11.2 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 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 communications between the members and the Local Executive Committee.

11.3 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.

11.4 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).

11.5 Grievance Committee for each Bargaining Unit: There shall be a Grievance Committee for each bargaining unit which shall have responsibility 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 or alternates 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.

## ARTICLE 12 - APPOINTMENT OF COMMITTEES

12.1 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 policy provides otherwise. As provided in the OPSEU policy (Section 19-4) union members on joint occupational health and safety committees shall be appointed by, and accountable to, the Local Executive Committee.

12.2 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, subsequent, Union Local General Meeting.

12.3 The Chairperson of each standing committee, or his/her 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.

12.4 *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 13 – MEETINGS

13.1 Regular general meetings of the Union Local shall be held at least once in each of the fall and winter semesters. Normally at least 10 calendar days' notice in writing of all meetings shall be given to members of the Union Local or Bargaining Units.

13.2 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 a least 10 members.

13.3 The Local President or Unit Vice-President must call a meeting of the Union Local or Bargaining Unit within 10 calendar days of the receipt of a written request of at least ten members of the Union Local or Bargaining Unit as appropriate.

13.4 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.

## ARTICLE 14 – VOTING

14.1 Voting for election of LEC members shall be as per Article 29.4 of the OPSEU 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 – reasonable efforts will be made by the LEC to accommodate all members at all campuses

14.2 Those members who have not completed an OPSEU Membership application cannot vote on union related issues, with the exception of strike and ratification votes concerning their respective Collective Agreements.

14.3 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.

14.4 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.

14.5 Members shall vote in their predominant Faculty/Campus.

14.6 In all matters not covered by these By-Laws, Robert's Rules of Order, most recent edition, shall apply.



**14.7 BUDGETS :** Annual budgets of the Local will be determined by a duly constituted Union Local meeting. 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, CAUT or OCUFA meetings (e.g. educational, 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.

#### **ARTICLE 15 – NEGOTIATIONS**

Collective agreements for each of the Full-time and Part-time bargaining units shall be negotiated by their respective Unit Negotiating Committees.

Each Unit Negotiating Committee shall be chaired by the President of the Local who has voice but no vote. The remainder of each Negotiating Committee shall be comprised of the Chief Negotiator for that bargaining Unit, the Chief Negotiator of the other bargaining Unit, and two other members of the respective bargaining Unit, all elected by the members of their respective bargaining Units, and a Staff Representative provided by OPSEU to assist the Negotiating 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 Chief Negotiators (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.

#### **ARTICLE 16 - FISCAL YEAR**

The fiscal year of the Union Local shall be the calendar year.

**These Bylaws were passed by the Local Membership on April 6, 2018.**